

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FRASER CONSTRUCTION COMPANY,  
INC., individually and on behalf of all  
others similarly situated,

CASE NO.

## **CLASS ACTION COMPLAINT**

Plaintiff,

V.

14 CEDAR SHAKE & SHINGLE BUREAU,  
15 a Washington nonprofit corporation;  
16 WALDUN FOREST PRODUCTS, LTD., a  
17 British Columbia corporation; ANBROOK  
INDUSTRIES LTD, a British Columbia  
corporation; and G&R CEDAR LTD., a  
British Columbia corporation,

## Defendants.

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1 Plaintiff Fraser Construction Company, Inc. (“Plaintiff”) brings this action on behalf of  
 2 itself and on behalf of numerous State damages classes (defined below) and a nationwide  
 3 injunctive relief class (collectively, the “Classes”) consisting of all individuals and entities in the  
 4 United States that indirectly purchased cedar shakes and shingles for resale that were  
 5 manufactured by a Manufacturer Defendant or co-conspirator named in this complaint from at  
 6 least as early as January 1, 2011 through the present (“Class Period”).

7 **I. NATURE OF THE ACTION**

8 1. This is an antitrust conspiracy case involving cedar shakes and shingles. Cedar  
 9 shakes are rustic-looking roof shingles split by hand. They have a relatively rough appearance  
 10 and are almost always used for roofing. Cedar shingles, on the other hand, are uniformly sawn by  
 12 machine for a consistent look and thickness. They are used for both sidewalls and roofing  
 13 applications.

14 2. Three Defendants—Defendant Anbrook Industries Ltd. (“Anbrook”), Defendant  
 15 Waldun Forest Products Ltd. (“Waldun”), and Defendant G&R Cedar Ltd. (“G&R”)  
 16 (collectively, “Manufacturer Defendants”—as well as other non-defendant co-conspirator  
 17 manufacturers produce cedar shakes and shingles and sell them to direct purchasers, which  
 18 predominantly if not exclusively consist of wholesalers. Those direct purchasers then sell cedar  
 19 shakes and shingles to indirect purchasers who, in turn, resell them to other entities like  
 20 contractors and end users. Plaintiff is an indirect purchaser who resells cedar shakes and shingles  
 21 to other entities and individuals further down the distribution chain.

22 3. The remaining Defendant, the Cedar Shake & Shingle Bureau (“CSSB”), is the  
 23 main trade association serving the cedar shake and shingle industry in North America. The CSSB  
 24 controls the “Certi-Label” trademark placed on cedar shakes and shingles, including the Certi-  
 25 Grade, Certi-Sawn, and Certi-Split trademark labels. CSSB Certi-Label products account for  
 26 about 95% of the high-end cedar shake and shingle products sold in the United States. Each of  
 27 the Manufacturer Defendants, as well as several other co-conspirator manufacturers, sit on the  
 28 CSSB’s Board of Directors. During the Class Period, Manufacturer Defendants and their co-

1 conspirator manufacturers regularly attended in-person meetings held by the CSSB.

2       4. This action arises out of a conspiracy orchestrated by Defendants to fix, increase,  
 3 maintain, or stabilize the price of cedar shakes and shingles and reduce price competition among  
 4 cedar shake and shingle manufacturers in violation of federal antitrust law as well as the  
 5 antitrust, consumer protection, and unjust enrichment laws of numerous states. Defendants'  
 6 conspiracy began at least as early as January 1, 2011 and continues through today.

7       5. Although Plaintiff has not yet had the opportunity to obtain any discovery from  
 8 Defendants, Plaintiff already can allege numerous highly-detailed facts that demonstrate the  
 9 existence, let alone plausibility, of the alleged conspiracy.

10      6. Throughout the Class Period, senior high-ranking personnel employed by  
 12 Manufacturer Defendants, including Waldun's Curtis Walker, Anbrook's Brooke Meeker, and  
 13 G&R Cedar's Stuart Dziedzic, expressly discussed and agreed on pricing levels to charge  
 14 purchasers on numerous occasions, including in person and over the telephone.

15      7. For example, in late 2018, Waldun's Mr. Walker paid a visit to co-conspirator  
 16 Watkins Sawmills Ltd. ("Watkins"). During this meeting, Mr. Walker told Kris Watkins, Chief of  
 17 Operations of Watkins, that "Waldun Forest Products never dropped their pricing" and that all  
 18 CSSB-affiliated manufacturers should keep their prices at consistent levels. When Mr. Watkins  
 19 noted that an emerging competitor, S&W Forest Products Ltd. ("S&W"), discounted its prices  
 20 during months of lowered demand, Mr. Walker responded, "Yeah, well we just need to get rid of  
 21 that guy."

22      8. In addition, Manufacturer Defendants have concentrated their power in the  
 23 CSSB, partly due to the consolidation of the shake and shingle industry, and partly due to the  
 24 voting structure of the CSSB, which weighs votes based on each manufacturer member's annual  
 25 cedar shake and shingle production.

26      9. Through this consolidation of power over the CSSB, Manufacturer Defendants  
 27 have used their weighted voting power to terminate the membership of CSSB members who do  
 28 not follow the price leadership of the Manufacturer Defendants. Accordingly, the Manufacturer

1 Defendants disallowed low-cost competitors from obtaining Certi-Label approval, regardless of  
 2 the quality of their work. These low-cost competitors' inability to use Certi-Labels has prevented  
 3 them from pricing their products at a level that would permit them to stay in business, and thus  
 4 effectively eliminated them from the cedar shake and shingles market.

5       10. One such recently terminated manufacturer is S&W. Defendants conspired to and  
 6 did terminate the CSSB membership of S&W in late 2018 based on a pretextual reason that was  
 7 both false and not applied to other manufacturers that did not undercut Manufacturer Defendants  
 8 on price.

9       11. Plaintiff does not rely only on traditional conspiracy evidence of the type noted  
 10 above. The structure and characteristics of the cedar shakes and shingles market, in addition to its  
 12 performance (*i.e.*, pricing), also demonstrates the plausibility of the alleged conspiracy.

13       12. The following industry characteristics, which are seen in many industries  
 14 victimized by price-fixing, render the existence of the alleged conspiracy plausible: the industry  
 15 is highly vertically integrated; product demand is inelastic; the products are commodity-like;  
 16 there are no good substitute products; the market is highly-concentrated; barriers to enter the  
 17 market are high; and there is ample opportunity to conspire.

18       13. Plaintiff also has conducted a thorough economic analysis of pricing in the  
 19 industry with the assistance of an experienced economics consulting firm. This proprietary  
 20 analysis, which is discussed and illustrated in several charts below, demonstrates that the pricing  
 21 of cedar shake and shingles sold in the United States has increased substantially since January 1,  
 22 2011 and that these price increases cannot be explained by normal market forces such as raw  
 23 material costs or supply and demand.

24       14. Defendants' anticompetitive actions had the intended purpose and effect of  
 25 artificially fixing, raising, maintaining, and stabilizing the price of cedar shakes and shingles to  
 26 Plaintiff and other members of the Classes in the United States.

27       15. As a result of Defendants' unlawful conduct, Plaintiff and other members of the  
 28 Classes paid artificially inflated prices for cedar shakes and shingles. These prices exceeded the

1 amount they would have paid for cedar shakes and shingles if the price had been set by a  
 2 competitive, collusion-free market. Accordingly, Plaintiff and other members of the Classes  
 3 suffered an antitrust injury as a result of Defendants' conduct.

4 **II. JURISDICTION AND VENUE**

5 16. Plaintiff brings this action under Section 16 of the Clayton Act (15 U.S.C. § 26) to  
 6 secure injunctive relief against Defendants for violating Section 1 of the Sherman Act (15 U.S.C.  
 7 § 1). This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1337, and Sections 4  
 8 and 16 of the Clayton Act, 15 U.S.C. §§ 15(a) and 26.

9 17. Plaintiff asserts claims for actual and exemplary damages and injunctive relief  
 10 pursuant to state antitrust, unfair competition, and consumer protection laws, and seeks to obtain  
 12 restitution, recover damages, and secure other relief against Defendants for violation of those  
 13 state laws. Plaintiff and the other members of the Classes also seek attorney's fees, costs, and  
 14 other expenses under federal and state laws. This Court has jurisdiction over the subject matter of  
 15 this action pursuant to 28 U.S.C. §§ 1332(d) and 1337 because: (a) this is a class action where  
 16 the matter or controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and in  
 17 which some members of the proposed Classes are citizens of a state different from some  
 18 Defendants; and (b) Plaintiff's state law claims form part of the same case or controversy as their  
 19 federal claims under Article III of the United States Constitution.

20 18. Venue is appropriate in this District under 28 U.S.C. § 1331(b), (c) and (d)  
 21 because one or more Defendants resided or transacted business in this District and is licensed to  
 22 do business or is doing business in this District, and because a substantial portion of the affected  
 23 interstate commerce described herein was carried out in this District.

24 19. This Court has personal jurisdiction over each Defendant because each  
 25 Defendant: (a) transacted business throughout the United States, including in this District; (b)  
 26 manufactured, sold, shipped, or delivered substantial quantities of cedar shakes and shingles  
 27 throughout the United States, including this District; (c) had substantial contacts with the United  
 28 States, including this District; or (d) engaged in an antitrust conspiracy that was directed at and

1 had a direct, foreseeable, and intended effect of causing injury to the business or property of  
 2 persons residing in, located in, or doing business throughout the United States, including this  
 3 District.

4       20. The activities of the Defendants and all co-conspirators, as described herein, were  
 5 within the flow of, were intended to, and did have direct, substantial, and reasonably foreseeable  
 6 effects on the foreign and interstate commerce of the United States.

7       21. No other forum would be more convenient for the parties and witnesses to litigate  
 8 this case.

### 9       **III. PARTIES**

#### 10       **A. Plaintiff**

12       22. Plaintiff Fraser Construction Company, Inc. is a Massachusetts corporation with a  
 13 principal place of business in Mashpee, Massachusetts. Plaintiff purchased cedar shakes and  
 14 shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the  
 15 Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

#### 16       **B. Defendants**

17       23. Defendant Cedar Shake & Shingle Bureau is a Washington nonprofit corporation  
 18 that is the only trade association serving the cedar shake and shingle industry in the United States  
 19 and Canada. The CSSB is headquartered in Mission, British Columbia, and maintains an office  
 20 in Sumas, Washington.

21       24. Defendant Anbrook Industries Ltd. is a British Columbia corporation with its  
 22 principal place of business in Pitt Meadows, British Columbia. Anbrook is one of the largest  
 23 cedar shake and shingle manufacturers in the world. It is a member of the CSSB, and its  
 24 President, Brooke Meeker, sits on the CSSB's Board of Directors, acting as its Chairman.  
 25 Anbrook owns and operates a cedar shake and shingle manufacturing facility in Pitt Meadows,  
 26 British Columbia. Anbrook manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-  
 27 Split Shakes. During the Class Period, Anbrook or its predecessors, wholly-owned or controlled  
 28 subsidies, or affiliates sold cedar shakes and shingles in interstate commerce, directly or through

1 its wholly-owned or controlled affiliates, to purchasers in the United States.

2 25. Defendant Waldun Forest Products Ltd. is a British Columbia corporation with its  
 3 principal place of business in Maple Ridge, British Columbia. Waldun is “the largest company in  
 4 the world manufacturing such a selection of cedar products.” It is a member of the CSSB, and its  
 5 Director, Curtis Walker, sits on CSSB’s Board of Directors, serving as its Secretary/Treasurer.  
 6 Waldun owns and operates a cedar shake and shingle manufacturing facility in Maple Ridge,  
 7 British Columbia. Waldun manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split  
 8 Shakes, as well as Certi-Ridge, Custom Dimension products, Sidewall, and Specialty Cuts.  
 9 During the Class Period, Waldun or its predecessors, wholly-owned or controlled subsidiaries, or  
 10 affiliates sold cedar shakes and shingles in interstate commerce, directly or through its wholly-  
 12 owned or controlled affiliates, to purchasers in the United States.

13 26. Defendant G&R Cedar Ltd. is a British Columbia corporation headquartered in  
 14 Matsqui, British Columbia. G&R is a self-described industry leader in the cedar shake and  
 15 shingle industry. It is a member of the CSSB, and its Sales Manager, Stuart Dziedzic, sits on  
 16 CSSB’s Board of Directors. G&R owns and operates a cedar shake and shingle manufacturing  
 17 facility in Matsqui, British Columbia and an additional sidewall shingle manufacturing facility  
 18 in Chilliwack, British Columbia. G&R manufactures Certigrade Shingles, Certi-Sawn Shakes,  
 19 and Certi-Split Shakes, as well as Custom Dimension products, Sidewall, and Specialty Cuts.  
 20 During the Class Period, G&R or its predecessors, wholly-owned or controlled subsidiaries, or  
 21 affiliates sold cedar shakes and shingles in interstate commerce, directly or through its wholly-  
 22 owned or controlled affiliates, to purchasers in the United States.

23 27. “Defendant” or “Defendants” as used herein includes, in addition to those named  
 24 specifically above, all of the named Defendants’ predecessors, including cedar shake and shingle  
 25 companies that merged with or were acquired by the named Defendants and each named  
 26 Defendant’s wholly-owned or controlled subsidiaries or affiliates that sold cedar shakes and  
 27 shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to  
 28 purchasers in the United States during the Class Period.

1       28. To the extent that subsidiaries and divisions within each Defendant's corporate  
 2 family sold or distributed cedar shakes and shingles to purchasers, these subsidiaries played a  
 3 material role in the conspiracy alleged in this Complaint because Defendants wished to ensure  
 4 that the prices paid for such cedar shakes and shingles would not undercut the artificially raised  
 5 and inflated pricing that was the aim and intended result of Defendants' coordinated and  
 6 collusive behavior as alleged herein. Thus, all such entities within the corporate family were  
 7 active, knowing participants in the conspiracy alleged herein, and their conduct in selling,  
 8 pricing, distributing and collecting monies from Plaintiff and the members of the Classes for  
 9 cedar shakes and shingles was known to and approved by their respective corporate parent  
 10 named as a Defendant in this Complaint.

12       29. Each of the Defendants named herein acted as the agent or joint-venturer of or for  
 13 the other Defendants with respect to the acts, violations, and common course of conduct alleged  
 14 herein.

15       30. Defendants are also liable for acts done in furtherance of the alleged conspiracy  
 16 by companies they acquired through mergers and acquisitions.

17       31. Whenever reference is made to any act of any corporation, the allegation means  
 18 that the corporation engaged in the act by or through its officers, directors, agents, employees, or  
 19 representatives while they were actively engaged in the management, direction, control, or  
 20 transaction of the corporation's business or affairs.

#### 21       **IV. CO-CONSPIRATORS**

22       32. A&R Cedar, Inc. ("A&R") is a Washington corporation headquartered in  
 23 Hoquiam, Washington. It is a member of the CSSB, and a member of its senior management  
 24 team, Cecilia Acuna, sits on the CSSB Board of Directors. A&R manufactures Certigrade  
 25 Shingles and Certi-Sawn Shakes, as well as Certi-Ridge, Custom Dimension products, and  
 26 Sidewall. During the Class Period, A&R or its predecessors, wholly-owned or controlled  
 27 subsidies, or affiliates sold cedar shakes and shingles in interstate commerce, directly or through  
 28 its wholly-owned or controlled affiliates, to purchasers in the United States.

1       33. Best Shingle Sales Inc. (“Best”) is a Washington corporation headquartered in  
 2 Hoquiam, Washington. It is a member of the CSSB, and its owner, Terry Kost, sits on CSSB’s  
 3 Board of Directors. Best manufactures Certigrade Shingles and Certi-Sawn Shakes, as well as  
 4 Sidewall. During the Class Period, Best or its predecessors, wholly-owned or controlled  
 5 subsidies, or affiliates sold cedar shakes and shingles in interstate commerce, directly or through  
 6 its wholly-owned or controlled affiliates, to purchasers in the United States.

7       34. Premium Cedar Products Ltd. (“Premium”) is a British Columbia corporation  
 8 headquartered in Mission, British Columbia. It is a member of the CSSB, and one of its senior  
 9 managers, Ed Watkins, sits on CSSB’s Board of Directors and served as its Past Chairman.  
 10 Premium manufactures Certigrade Shingles, Certi-Ridge, Certi-Sawn Shakes, and Certi-Split  
 12 Shakes, as well as Custom Dimension products and Specialty Cuts. During the Class Period,  
 13 Premium or its predecessors, wholly-owned or controlled subsidies, or affiliates sold cedar  
 14 shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled  
 15 affiliates, to purchasers in the United States.

16       35. Watkins Sawmills Ltd. is a British Columbia corporation headquartered in  
 17 Mission, British Columbia. It has common ownership and management with Premium, and even  
 18 uses the same main telephone number. It is a member of the CSSB, and its President, Ed  
 19 Watkins, sits on CSSB’s Board of Directors and served as its Past Chairman. Watkins  
 20 manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes, as well as Certi-  
 21 Ridge, Custom Dimension products, Sidewall, and Specialty Cuts. During the Class Period,  
 22 Watkins or its predecessors, wholly-owned or controlled subsidies, or affiliates sold cedar shakes  
 23 and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates,  
 24 to purchasers in the United States.

25       36. Various other persons, firms, and corporations not currently named as defendants  
 26 have participated as co-conspirators with Defendants and have performed acts and made  
 27 statements in furtherance of the conspiracy. Defendants are jointly and severally liable for the  
 28 acts of their co-conspirators whether or not named as defendants in this Complaint.

1           **V. TRADE AND COMMERCE**

2           37. During the Class Period, Defendants engaged in conduct both inside and outside  
 3 of the United States that caused direct, substantial, and reasonably foreseeable and intended  
 4 anticompetitive effects upon interstate commerce within the United States.

5           38. During the Class Period, each Manufacturer Defendant, directly or through its  
 6 subsidiaries or other affiliates, sold cedar shakes and shingles in the United States in a  
 7 continuous and uninterrupted flow of interstate commerce and foreign commerce, including  
 8 through and into this judicial district.

9           39. During the Class Period, Manufacturer Defendants and Co-Conspirators  
 10 collectively possessed a sizeable majority share of the market for cedar shakes and shingles in  
 11 the United States.

12           40. Cedar shakes and shingles manufactured abroad by Manufacturer Defendants and  
 13 sold as stand-alone products are goods brought into the United States for sale and therefore  
 14 constitute import commerce. To the extent that any cedar shakes and shingles are purchased in  
 15 the United States, and do not constitute import commerce, Defendants' unlawful conduct with  
 16 respect thereto, as more fully alleged herein during the Class Period, had and continues to have a  
 17 direct, substantial, and reasonably foreseeable effect on United States commerce. The  
 18 anticompetitive conduct, and its effect on United States commerce described herein, caused  
 19 antitrust injury to Plaintiff and members of the Classes in the United States.

20           41. Defendants' business activities substantially affected interstate trade and  
 21 commerce in the United States and caused antitrust injury in the United States.

22           42. By reason of the unlawful activities hereinafter alleged, Defendants substantially  
 23 affected commerce throughout the United States, causing injury to Plaintiff and members of the  
 24 Classes. Defendants, directly and through their agents, engaged in activities affecting all states,  
 25 to fix, raise, maintain or stabilize prices for cedar shakes and shingles, which unreasonably  
 26 restrained trade and adversely affected the market for such products.

1                   **VI. FACTUAL ALLEGATIONS**

2                   **A. Relevant Products**

3                   43. Cedar shakes are rustic looking and used in roofing. Cedar shingles, which are  
 4 used in both roofing and sidewall applications, are uniformly sawn for a consistent and even  
 5 thickness and provide a uniform machine-produced look. According to G&R Cedar's website,  
 6 “[t]he main difference between a shingle and a shake is that a shingle is sawn on both sides for a  
 7 smooth, tailored appearance, while a shake is split on the face, and sawn on the back, for a  
 8 rougher, rustic look.”

9                   44. Illustrative examples of a cedar shake and a cedar shingle are shown below:



24                   **Cedar Shake (Split and Resawn)**



24                   **Cedar Shingle (Sawn)**

25                   45. As used in this Complaint, “cedar shakes and shingles” and “high-end cedar shake  
 26 and shingles” refers to the following cedar products bearing the Certi-Label of the CSSB:  
 27 Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes.

28                   46. CSSB Certi-Labeled shakes and shingles are all produced from the same raw

1 materials: cedar logs and cut blocks.

2 **B. Industry Background**

3 **1. CSSB and the Cert-Label Trademark**

4 47. For more than a century, the CSSB has been the preeminent regulator of the cedar  
5 shake and shingle industry in the United States and Canada.

6 48. The CSSB drafted and holds the copyright to the CSSB-97 grading and packing  
7 rules.

8 49. CSSB-97 grading rules cover two species of cedar: Western Red Cedar and  
9 Alaskan Yellow Cedar.

10 50. CSSB-97 grading rules, which govern the production and packing of shake and  
12 shingle products, have been widely incorporated into building codes throughout the United  
13 States, Canada and internationally.

14 51. The CSSB has aggressively and successfully promoted its CSSB-97 grading rules  
15 and its trademarked Certi-Label shakes and shingles. In order to distinguish products of different  
16 qualities, each certification has stringent requirements setting forth how the product will “grade,”  
17 taking into consideration numerous factors such as how clear the wood is, the thickness of the  
18 product, and the grain of the wood. For instance, Certigrade Shingles are broken down into  
19 Number 1 Grade, Number 2 Grade, Number 3 Grade, and Undercoursing Grade products.

20 52. Membership in the CSSB trade association is a necessary prerequisite to any  
21 manufacturer of cedar shakes and shingles being able to effectively compete in the domestic  
22 market for high-end shakes and shingles.

23 53. The Certi-Label is the gold standard in the shake and shingle business. A mill  
24 must have access to that label to sell its products in the high-end shake and shingle market in the  
25 United States. The CSSB label is perceived as guaranteeing a certain quality product. Due to that  
26 reputation, many architects and builders require Certi-Label products in their building  
27 specifications. Along with those spec jobs, customers in many regions of the country such as the  
28 northeastern United States, Pacific Northwest, Mountain West, and Midwest, purchase Certi-

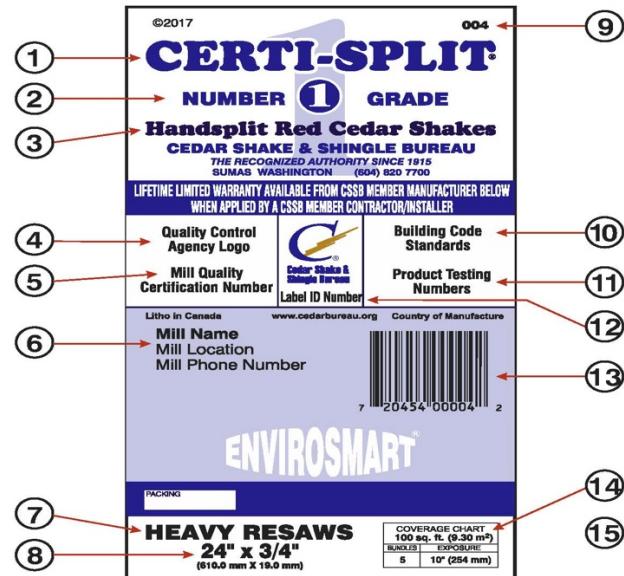
1 Labeled products nearly exclusively.

2 54. As a result, during the last 20 years, virtually all of the manufacturers of high-end  
3 cedar shales and shingles utilized on the roofs and exterior walls of residential dwellings and  
4 commercial buildings in the United States have been members of the CSSB.

5 55. The CSSB aggressively promotes its Certi-Label. For example, the CSSB website  
6 contains a 20-page brochure explaining how to read CSSB Certi-Labels and different shake and  
7 shingle grades, which includes examples of all CSSB Certi-Label products:

#### 8 HOW TO READ A CERTI-LABEL®

9 Each bundle of product has the mill's distinctive Certi-label® tucked under the bundle strap.  
Asking for "the blue label" or "number one blue label" is not specific enough: CSSB members'  
products are the only ones with the "Certi" brand name on the label.



1. The "Certi" Brand Name - Your Quality Assurance	8. Product Dimensions
2. Product Grade	9. Cedar Bureau Label Number
3. Product Type	10. Building Code Compliance Numbers
4. Independent, 3rd Party, Quality Control Agency	11. Product Performance Tests Passed
5. This Number Shows Compliance with Total Quality Manufacturing System	12. Label Identification Number
6. Mill Name, Location and Phone Number	13. UPC Code
7. Industry Product Description	14. Coverage Chart and Recommended Exposure
	15. Application Instructions on Reverse Side

23 - Page 2 of 20 -

24 56. The CSSB also warns consumers about the potential use of products bearing  
25 competing labels that are not CSSB Certi-Labels, further amplifying the purported difference  
26 between products bearing the trade association's trademark and those that do not. For example,  
27 the CSSB issued the following "Consumer Service Alert":



## Consumer Service Alert

It's within your right to **REJECT**  
**off-grade, non-code-compliant**  
**cedar shakes and shingles**  
**at your yard or job site ...**



Quality bundle



Off-grade, non-code-compliant bundle

... because off-grades are **FRAUDULENT**

An off-grade, non-code-compliant roof, one that doesn't comply with UBC 15-3 or UBC 15-4, is subject to a building code official's red tag/stop work order and imminent tear off.

**FRAUD ALERT... FRAUD ALERT... FRAUD ALERT... FRAUD ALERT...**

### 2. The Domestic Cedar Shakes and Shingles Market

57. The United States cedar shakes and shingles market is a national market valued in the hundreds of millions of dollars annually.

58. A July 2018 report by BCC Research titled "Residential Roofing Materials: The North American Market" estimates 2018 total North American residential roofing material market sales of "nearly \$13.0 billion." Furthermore, based on declarations filed by experienced industry participants, including Terry Adkins and Lynne Christensen, in a lawsuit that S&W recently filed, wood products represent approximately 2.1% to 3% of the residential roofing material market. Using these statements and figures, it is estimated that the annual volume of wood roofing products sold in North America is between approximately \$270 million and \$390 million, with the lion's share sold into the United States.

59. Cedar is the most popular wood siding and roofing choice and offers significant advantages for insulation and durability over the more common asphalt shingle roof. Cedar is

1 also considerably more expensive than alternative roofing materials like asphalt shingles and  
 2 vinyl siding because it is widely considered to be more visually pleasing as well as more durable  
 3 than other products.

4       60.     Approximately \$5.6 billion of softwood lumber imports were reported by the U.S.  
 5 Commerce Department in 2017, including cedar, spruce, and Douglas fir. Cedar shakes and  
 6 shingles represent a substantial portion of this commerce. While roofing and siding generally  
 7 constitutes 10% of the cost of a home, cedar shakes and shingles constitutes a proportionally  
 8 higher percentage due to the price premium they command over alternative products.

9       61.     Installing cedar roof shingles (for a roof size of 1,400–2,100 square feet) currently  
 10 costs approximately \$12,800–\$19,700, depending on the type and finish options. Because shakes  
 12 are a premium quality product and are also harder to install, installing cedar roofing shakes can  
 13 cost up to 1.5–2 times as much as shingles. On average, installation of cedar roofing shakes costs  
 14 approximately \$15,200–\$24,000 (for a roof size 1,400–2,100 square feet), depending on the type  
 15 and finish options.

16       62.     CSSB Certi-Labeled shakes and shingles, which are installed on the roofs and  
 17 exterior walls of residential dwellings and commercial buildings, constitute an economically  
 18 distinct relevant product market in the United States. Manufacturers that do not have the ability  
 19 to market their cedar shakes and shingles with the CSSB-97 grading rules only have access to a  
 20 small fraction of the high-end cedar shake and shingle market. CSSB Certi-Labels, which  
 21 include the Certi-Grade, Certi-Sawn, Certi-Split and Certi-Ridge labels, account for an estimated  
 22 95% of the high-end cedar shake and shingles utilized in this relevant U.S. product market.

23       63.     As a result, a manufacturing participant in this market must be a member of the  
 24 CSSB. Although non-CSSB or “non-bureau” mills can produce shingles that comply with the  
 25 CSSB-97 grading rules, the substantial price difference between CSSB Certi-Label cedar shakes  
 26 and shingles and the same grades produced by non-bureau mills is 15%–20%. This prevents non-  
 27 bureau mills from being able to compete effectively for the high-value cedar logs and cut blocks  
 28 that must be obtained in order to produce high-end cedar shake and shingle products.

1                   **C. The structure and characteristics of the cedar shakes and shingles**  
 2                   **market make the conspiracy economically plausible.**

3                   **1. The cedar shakes and shingles market is vertically integrated.**

4                  64. The cedar shakes and shingles industry has become highly vertically integrated,  
 5 particularly as a result of acquisitions by Manufacturer Defendants.

6                  65. For example, Defendant Waldun states on its website that it “has integrated the  
 7 various aspects of cedar manufacturing, producing cedar lumber, shakes, and value-added  
 8 rebutted and rejoined sidewall shingles.”

9                  66. Vertically integrated industries such as this one are highly susceptible to collusion  
 10 because the dominant firms control all or nearly all aspects of the supply chain, and thus have the  
 11 ability to coordinate on output and inventory levels and, ultimately, prices.

12                   **2. Demand for cedar shakes and shingles is inelastic.**

13                  67. Consumer demand for cedar shakes and shingles is relatively unaffected by price,  
 14 thus rendering it inelastic. Inelastic demand means that increases in price result in limited  
 15 declines in quantity sold in the market. In order for a group of companies to profit from raising  
 16 prices above competitive levels, demand must be inelastic at competitive prices, which allows  
 17 group members to raise prices without seeing a decline in sales revenue.

18                  68. While demand for cedar shakes and shingles is driven by residential and  
 19 consumer construction, consumer demand for these particular products is unaffected by a  
 20 significant and non-transitory price increase in them.

21                  69. Demand inelasticity for cedar shakes and shingles is not surprising when one  
 22 examines their distinctive product qualities and attributes compared to shakes and shingles not  
 23 bearing the CSSB’s Certi-Label as well as other roofing and siding materials, as discussed  
 24 further below.

25                   **3. Cedar shakes and shingles are commodity-like products.**

26                  70. Cedar shake and shingle products containing the CSSB’s Certi-Label trademark—  
 27 the products at issue in this case—are undifferentiated, commodity-like products because each  
 28 manufacturers’ product within a relevant product type, size, and grade containing the Certi-Label

1 is interchangeable with the corresponding product of another manufacturer.

2       71.    Stated another way, cedar shakes and shingles are commodity-like products with  
 3 little or no product differentiation based on manufacturer. To be sold as a product bearing the  
 4 CSSB Certi-Label, all products must be uniform and meet the specifications required by the  
 5 CSSB.

6       72.    Consequently, price is the primary basis on which Manufacturer Defendants and  
 7 co-conspirator manufacturers compete for sales. In cases like this, anticompetitive coordination  
 8 on pricing among competitors is easier because they cannot differentiate their products on other  
 9 bases, like meaningful quality differences, to customers.

10           **4.    There are no significant substitutes for cedar shakes and  
 11           shingles.**

12       73.    There are no significant substitutes for cedar shakes and shingles. While there are  
 13 potential substitute products—non-Certi-Label shakes and shingles, asphalt shingle roofs,  
 14 ceramic tile roofs, slate roofs, vinyl siding, or a different type wood siding—the characteristics of  
 15 those products lack the unique characteristics of Certi-Label cedar wood shakes and shingles.

16       74.    Cedar shakes and shingles have a historic appearance and texture that cannot be  
 17 attained with modern products. They are considered high-end products that have a distinctive  
 18 look and feel. They are typically found on more expensive homes and upscale commercial  
 19 buildings. One exemplar follows:



9 **Residence with Cedar Shakes and Shingles**

10 75. Cedar shingles and shingles are also more durable, which offers long-term cost  
 12 savings compared to other products. This is reflected in the fact that these products have  
 13 significantly longer warranties than alternative products.

14 76. For all these reasons, cedar shingles and shingles are significantly more expensive  
 15 than alternative products. On average, these products are 15-20% more expensive than non-  
 16 Certi-Label shingles and shingles, and approximately twice as expensive as other kinds of  
 17 commonly used roofing and siding products, like asphalt shingles, ceramic tiles, and vinyl  
 18 siding.

19 77. Further, cedar shingles and shingles are only a small component of the overall cost  
 20 of a home or building, so consumers are unlikely to substitute other products in the face of  
 21 increasing prices.

22 **5. The cedar shingles and shingles market is highly concentrated.**

23 78. The cedar shingle and shingle industry has become significantly consolidated over  
 24 the past two decades, with shingle and shingle manufacturers now operating only in the Pacific  
 25 Northwest. There are currently 45 total manufacturers who are members of CSSB: 17  
 26 manufacturers operate in Washington, three operate in Idaho, and 25 operate in British  
 27 Columbia.

1       79.    Manufacturer Defendants are the three largest members of the CSSB. On  
 2 information and belief, these Defendants, together with the co-conspirator manufacturers,  
 3 collectively possess market power sufficient to control prices in and exclude price competition  
 4 from the high-end cedar shake and shingle market.

5       **6.    The voting structure of the CSSB concentrates power in the  
 6 hands of the largest manufacturers.**

7       80.    The structure of the CSSB allows Manufacturer Defendants to use the CSSB for  
 8 anticompetitive purposes. These include colluding to fix prices on cedar shake and shingle  
 9 products and to expel CSSB members, including upstart and low-cost rivals, that engage in price  
 10 competition, thereby preventing them from using the indispensable CSSB label. These actions  
 11 blatantly violate § 1 of the Sherman Act, which prohibits the member competitors of a trade  
 12 association from engaging in collusive joint action that hinders robust competition.

13       81.    The CSSB grants member mills weighted votes based on each mill member's  
 14 annual cedar shake and shingle production.

15       82.    During the last five years, several powerful, large mill members of the CSSB have  
 16 conspired to promote and adopt an anticompetitive agenda that further concentrates voting power  
 17 on the Board of Directors in their hands. Led by Waldun and Anbrook, whose executives have  
 18 served on the CSSB Board of Directors during each of the last 10 years, the largest mill members  
 19 of the CSSB have utilized their weighted voting power to defeat bylaw proposals by small CSSB  
 20 members to eliminate weighted voting on non-manufacturing matters and to impose term limits  
 21 on directors. This same group of large mills, again led by co-defendants Waldun and Anbrook,  
 22 increased their collective power over the CSSB by adopting bylaw changes that reduced the  
 23 number of seats on the Board of Directors, reduced membership meeting quorum requirements,  
 24 and ensured that the Board chairperson (who is currently Anbrook's President) was not  
 25 constrained by the historic practice of voting only in the event of a tie but rather was afforded  
 26 full voting rights like other members of the Board of Directors.

**7. Defendants had ample opportunity to conspire.**

83. Defendants had numerous opportunities to discuss, agree and act on anticompetitive schemes that had the purpose and intent of artificially raising the prices of cedar shakes and shingles.

84. *First* Manufacturer Defendants and their co-conspirators are members of the CSSB, which provided an important opportunity to meet and collude with one another.

85. Manufacturer Defendants each have executives who serve on the CSSB Board of Directors. Brooke Meeker, President and CEO of Anbrook, has been a member of the CSSB Board of Directors for more than 10 years and is the current Board Chairman. Curtis Walker, President and CEO of Waldun, has been a member of the CSSB Board of Directors for more than 10 years and is the current Secretary/Treasurer. G&R Cedar Sales Manager Stuart Dziedzic also currently sits on the Board of Directors. Other cedar shake and shingle manufacturer companies on the Board of Directors include co-conspirators A&R, Best, Premium Cedar, and Watkins.

86. Every year in August or September, the CSSB holds its Annual General Meeting, which includes a meeting of the Board of Directors. For instance, on September 10-12, 2015, the CSSB held its Annual General Meeting in Whistler, British Columbia. On August 26-27, 2016, the CSSB held its Annual General Meeting in Vancouver, British Columbia. On September 15, 2017, the CSSB held its Annual General Meeting in Vancouver, British Columbia.

87. The CSSB also holds regular conference calls and in-person meetings during the year. For instance, on February 17, 2016, the CSSB Board of Directors held a conference call, which included a confidential portion to which non-members were not invited. On May 27, 2016, the CSSB Board of Directors met in Ocean Shores, Washington.

88. The CSSB also holds various *ad hoc* events during the year attended by the Manufacturer Defendants' executives and senior management. For example, on December 17, 2015, the CSSB hosted a Lifetime Achievement Awards luncheon in Bellingham, Washington.

89. *Second*, the close proximity of Defendants and many manufacturer co-conspirators provided ample opportunities to meet and discuss pricing of cedar shakes and

1 shingles as well as conspire to exclude and eliminate competitive threats from the market.

2 90. Manufacturer Defendants are all located in the greater Vancouver, British  
 3 Columbia metro area. Anbrook is headquartered in Pitt Meadows, British Columbia, while  
 4 Waldun is headquartered in the neighboring city, Maple Ridge, British Columbia—  
 5 approximately 16 miles east of Anbrook. G&R Cedar is based in Matsqui, which is only about 23  
 6 miles to the west of both cities. Additionally, Defendant CSSB is located just outside the  
 7 Vancouver metro area in Mission, British Columbia—approximately 7 miles east of Waldun.

8 91. The co-conspirator manufacturers are also located close to each other and to  
 9 Defendants. Premium Cedar and Watkins are both located in Maple Ridge, British Columbia, the  
 10 same city where Waldun is located. A&R and Best are both headquartered in Hoquiam,  
 12 Washington.

13 **8. High entry barriers exist in the cedar shakes and shingles  
 14 market.**

15 92. There are significant barriers to entering the United States market for cedar shakes  
 16 and shingles. This reality makes it difficult for upstart and potential competitors to enter the  
 17 market in a meaningful way in order to offer competitive prices for cedar shakes and shingles to  
 18 purchasers.

19 93. To effectively compete with cedar shake and shingle products, the product must  
 20 be CSSB Certi-Labeled. Although non-CSSB or “non-bureau” manufacturers can produce  
 21 shingles that comply with the CSSB-97 grading rules, there is a 15%-20% price difference  
 22 between CSSB Certi-Label cedar shakes and shingles and the same grades produced by non-  
 23 bureau manufacturers. This prevents non-bureau manufacturers from being able to compete  
 24 effectively for the high-cost cedar logs and cut blocks needed to make cedar shakes and shingles.  
 25 Accordingly, a manufacturer participant in the cedar shakes and shingles market is required to be  
 26 a member of the CSSB in order to compete.

27 94. Even if an upstart or potential competitor managed to gain entry to CSSB to  
 28 participate in the cedar shakes and shingles market, that competitor could not deviate from the

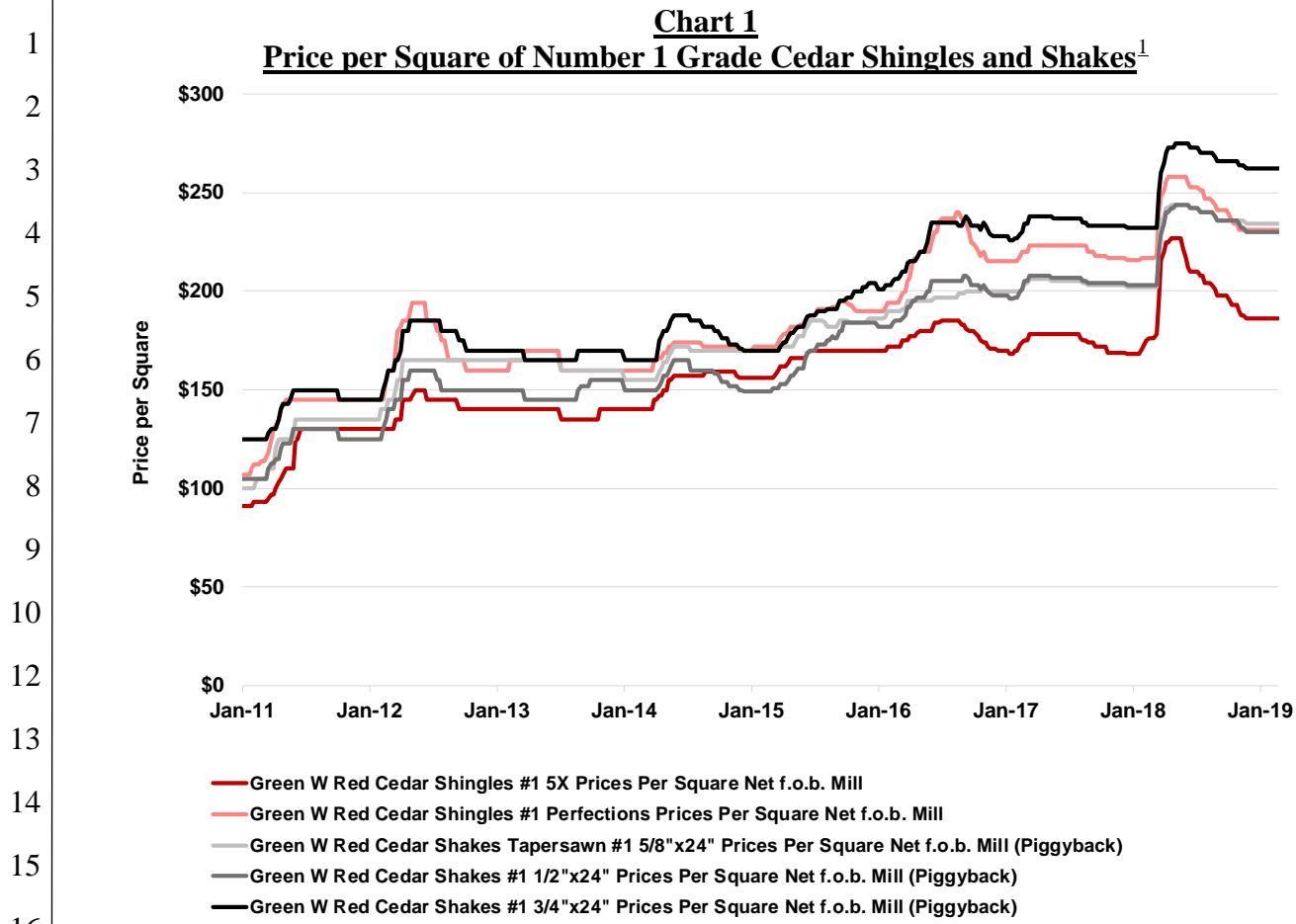
1 price-fixing conspiracy implemented by the Defendants and gain substantial market share  
2 through price competition. Otherwise, that competitor would be expelled from the CSSB, as was  
3 S&W in December 2018.

4 **D. The performance observed in the cedar shakes and shingles industry  
5 makes the conspiracy economically plausible.**

6 **1. The prices of cedar shakes and shingles since at least 2011  
7 cannot be explained by ordinary market forces.**

8 95. Since at least January 1, 2011, the price of cedar shakes and shingles has risen and  
9 cannot be fully explained by normal market forces such as increased raw material costs or  
increased demand.

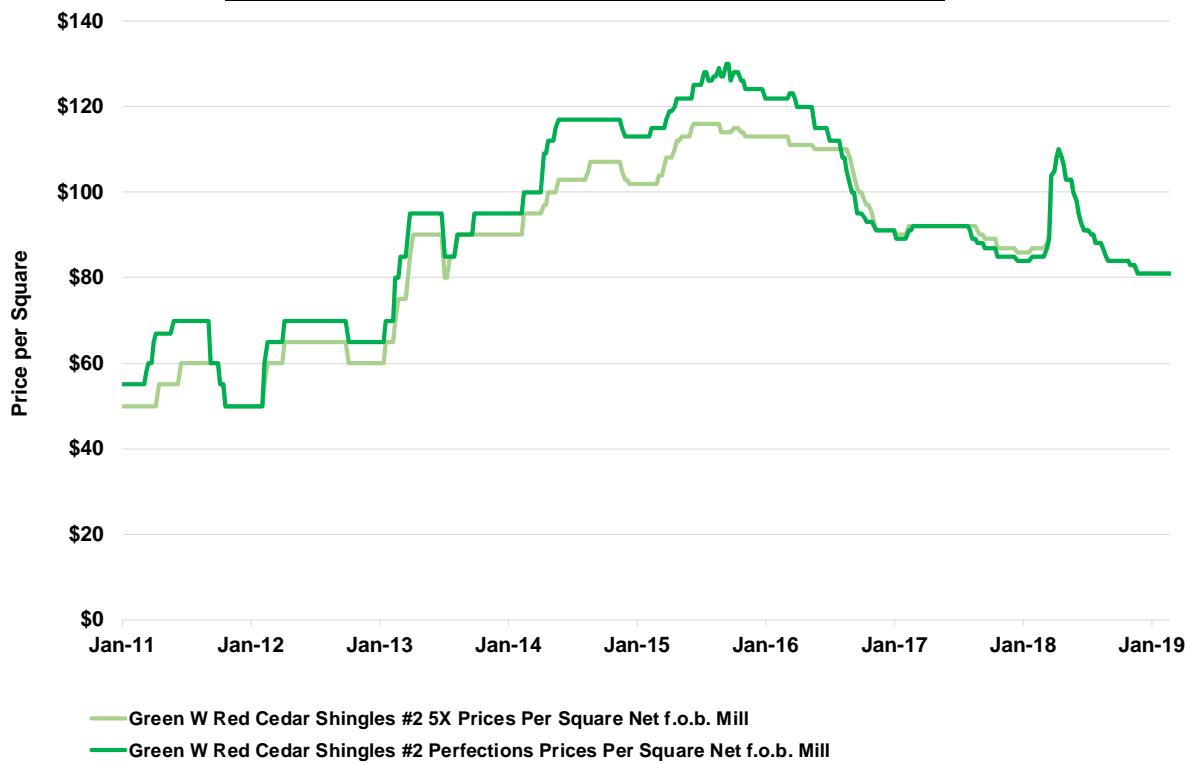
10 96. Since at least January 1, 2011, there has been a consistent increase in the prices of  
11 cedar shingles and shakes. For example, as shown in the chart below, prices of Number 1 Grade  
12 products have surpassed pre-recession levels, with certain products experiencing 10 percent  
13 year-over-year price increases.



97. Similarly, the price of the lower quality Grade 2 has also increased markedly since  
2011, as illustrated in the chart below:

28 <sup>1</sup> Weekly price series as reported by Random Lengths Publications, Inc.

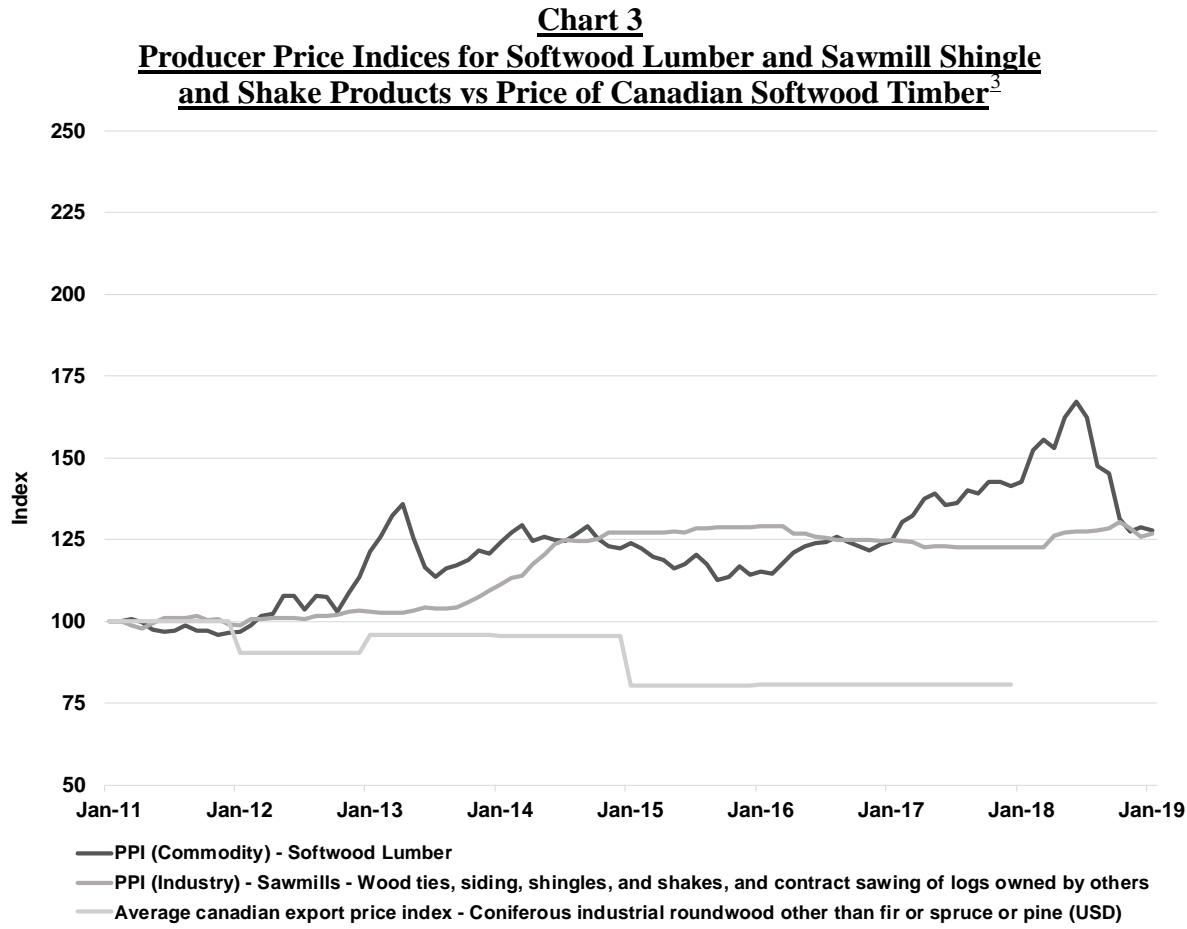
**Chart 2**  
**Price per Square of Number 2 Grade Cedar Shingles<sup>2</sup>**



98. The increase in prices for finished cedar shingles and shakes contrasts with much lower price increases associated with softwood lumber, the main raw material and cost input for these products, as well as the export price of Canadian coniferous timber over the same period. The following chart shows the:

- Producer Price Index (“PPI”) for Commodity data for Lumber and wood products, covering Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others;
- PPI for industry data for Sawmills, covering Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted; and
- Average Canadian export price index for coniferous industrial roundwood other than fir or spruce or pine (USD).

<sup>2</sup> Weekly price series as reported by Random Lengths Publications, Inc.

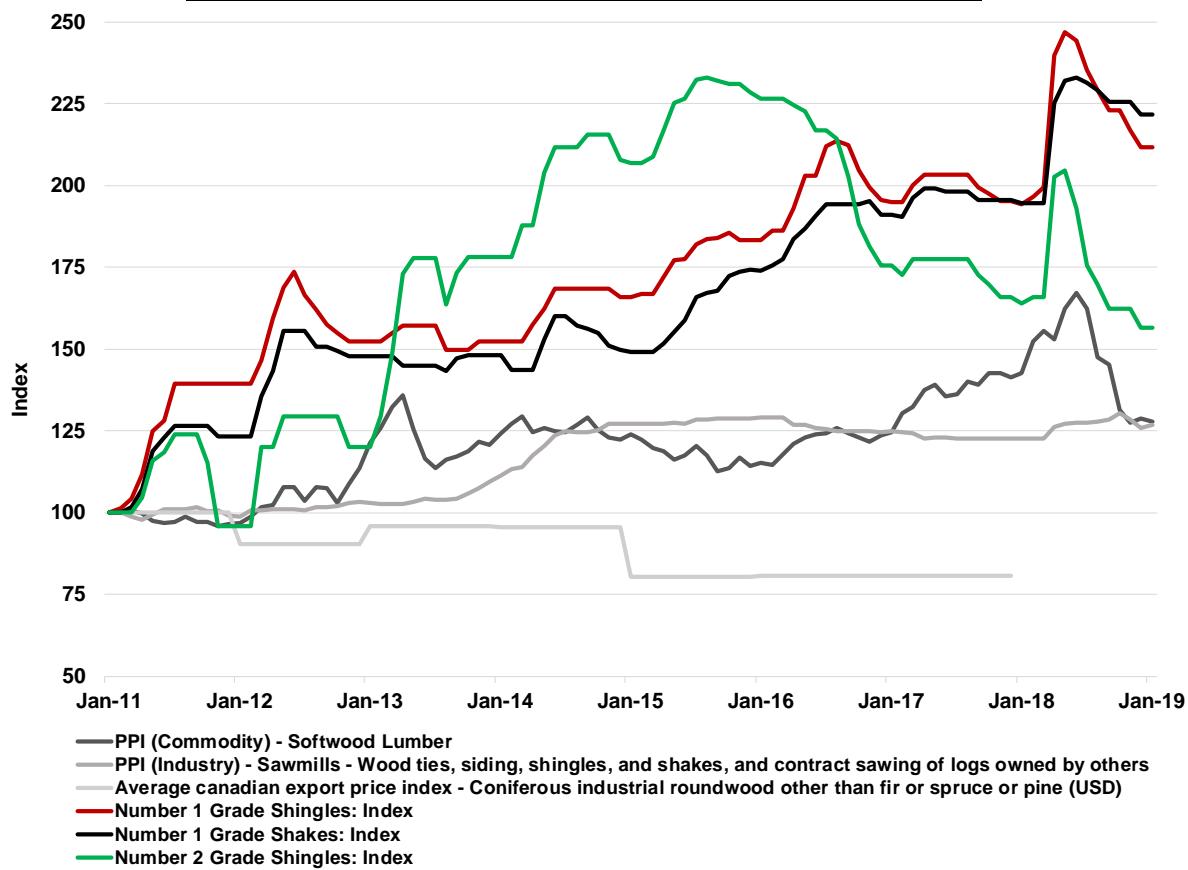


99. Comparing the above series shows that prices for cedar shingles and shakes have grown far more rapidly than the prices of other softwood lumber inputs and the price of Canadian timber. This disparity in price increases is also indicated by the following chart:

<sup>3</sup> US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine).

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**Chart 4**  
**Index of Cedar Shingles and Shakes Prices vs Input Prices<sup>4</sup>**



100. The above charts and resulting analysis reveals that prices for cedar shingles and shales have displayed a consistent increase since 2011 when, all else being equal, one would expect a decline as explained below.

101. Moreover, tariffs recently being considered for softwood lumber imports from Canada also do not explain the price increase in cedar shingles and shales, since those tariffs have not actually been implemented. While a September 2018 decision from the International Trade Administration (“ITA”) suggested that these producers were encompassed by a January

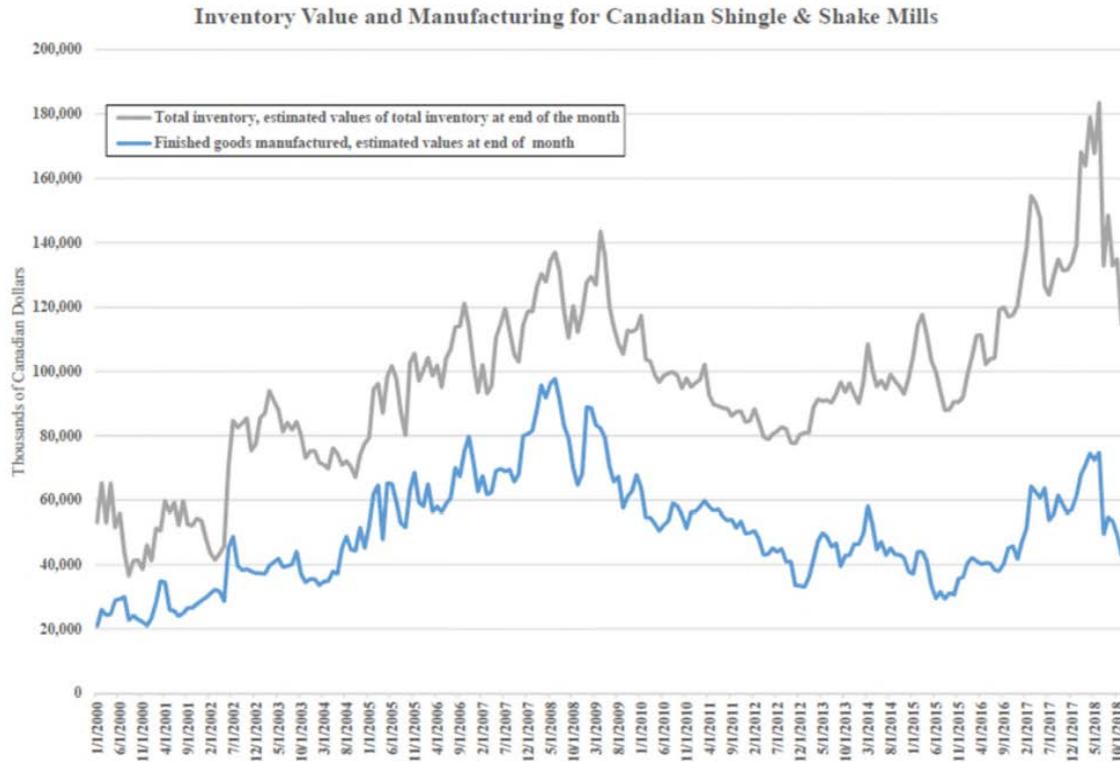
4 US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine). Weekly price series as reported by Random Lengths Publications, Inc.

1 2018 tariff order, manufacturers formed a Shake and Shingle Alliance (“SSA”) to challenge the  
 2 ITA’s decision. On November 8, 2018, SSA sued to challenge the ITA decision in the Court of  
 3 International Trade. Information from the International Trade Commission currently shows  
 4 cedar shakes and shingles being free of any such tariff.

5           **2. Cedar shakes and shingles inventories have significantly  
 6 increased in recent years compared to production levels.**

7 102. One indicia of anticompetitive behavior in an industry is unexplained increases in  
 8 inventories of a commodity product. During the class period, this indicia was present.

9 103. The chart below is a monthly comparison of the value of inventory of cedar  
 10 shakes and siding to the value of cedar shakes and shingles manufactured each month. The  
 11 manufacture of new cedar shakes and shingles began declining in 2009 and remained relatively  
 12 low through 2016. However, in the 2011-2012 period, the inventories of cedar shakes and  
 13 shingles maintained by these manufacturers started to stabilize and then increase substantially.  
 14 At the same time, as seen above, prices for shingles and shakes were generally increasing over  
 15 this time period. In a competitive market, manufacturers would opt to sell at a lower price rather  
 16 than accumulate inventory. This build-up of inventory is suggestive of anti-competitive  
 17 restrictions by manufacturers of cedar shakes and shingles in order to maintain or increase  
 18 prices.



14        **E. Traditional conspiracy evidence demonstrates the conspiracy's  
15        existence.**

16        104. Under the auspices of the Certi-Label labeling program, which accounts for the  
17        vast majority of cedar shakes and shingles sold in the United States, Defendants and their co-  
18        conspirators enacted a scheme to fix pricing and exclude competitive threats from the market.

19        105. As noted above, due to consolidation and the weighted voting structure of the  
20        CSSB, Manufacturer Defendants have obtained a concentration of power in the CSSB.  
21        Manufacturer Defendants increased their collective voting power through a series of Board  
22        actions in November 2016, November 2017, and November 2018. As a result of these actions,  
23        Manufacturer Defendants, along with their co-conspirators, now effectively control the CSSB  
24        vote.

25        106. On information and belief, no later than January 1, 2011 and continuing through  
26        the present, Defendants and their co-conspirators conspired to fix prices for cedar shakes and  
27        shingle products sold into the United States market.

28        107. Manufacturer Defendants—the largest manufacturer members of the Board of

1 Directors—did this by agreeing among themselves and their co-conspirators (and potentially  
 2 others) on prices and price levels to charge for cedar shakes and shingles. As part of this illicit  
 3 scheme, Defendants also pressured other CSSB members to hold their prices at consistent levels  
 4 and not lower them or offer discounts to customers.

5       108. As part of the same anticompetitive scheme, Manufacturer Defendants and CSSB,  
 6 along with their co-conspirators, conspired to eliminate or discipline other CSSB members who  
 7 compete on price and who are unwilling to follow the price leadership of Manufacturer  
 8 Defendants. This blatantly anticompetitive and illegal motivation resulted in the CSSB Board of  
 9 Directors voting to terminate the membership of S&W on December 21, 2018, a membership  
 10 that S&W had held for 24 years dating back to 1994.

12       109. In a lawsuit filed against Waldun, Anbrook and CSSB in this District on February  
 13 13, 2019, S&W alleges it was expelled from the CSSB for undercutting the pricing set by  
 14 Defendants and others pursuant to the conspiracy. As S&W alleges in its complaint: “Throughout  
 15 the four years predating the filing of this complaint, Waldun’s Curtis Walker and Anbrook’s  
 16 Brooke Meeker have regularly conspired and colluded to fix prices for cedar shake and shingle  
 17 products sold into the United States market and have encouraged other mill manufacturers to join  
 18 in that price collusion.”

19       110. S&W specifically alleges that the reason it was terminated from the CSSB was  
 20 that S&W would not participate in the price-fixing conspiracy. According to S&W, it was forced  
 21 out of the CSSB during a “hastily convened special meeting by telephone conference call”  
 22 involving presently unknown members of the CSSB Board of Directors. S&W maintains that the  
 23 purported reason for its expulsion—a mislabeling violation—is false, pretextual, and  
 24 unsupported: “Despite these facts, several CSSB Directors who are executives with Waldun,  
 25 Anbrook and a number of other large member mills successfully secured a three-fourths vote in  
 26 favor of terminating S&W’s CSSB membership, not because of a mislabeling violation but in  
 27 pursuit of their conspiracy to eliminate a competitor unwilling to engage in price fixing or  
 28 collusion.”

1       111. A wholesaler with whom Plaintiff's counsel has spoken in connection with this  
 2 matter echoes S&W's assessment. A sales manager at a national wholesale company claims he  
 3 heard that S&W got kicked out of CSSB "over a fairly minor thing" involving a specialty cut  
 4 product.

5       112. On information and belief, and as alleged in S&W's complaint, other  
 6 manufacturers besides S&W have been excluded or removed from the CSSB as a result of not  
 7 participating in the alleged anticompetitive pricing conspiracy.

8       113. Kris Watkins, Chief of Operations of Watkins, submitted a declaration in support  
 9 of the S&W Forest Products lawsuit. The declaration describes a discussion between Mr. Watkins  
 10 and Waldun's Curtis Walker. During a December 5, 2018, visit that Mr. Walker made to Mr.  
 12 Watkins' office, one of the issues discussed was "shake and shingle pricing." In response to  
 13 Watkins' comment that his company had decided to absorb some of the impact of a tariff rather  
 14 than pass it all on to customers, "Mr. Walker told me that we should not have done this and that  
 15 Waldun Forest Products never dropped their pricing."

16       114. Mr. Watkins continued in his declaration: "This conversation about pricing  
 17 continued with Mr. Walker arguing that CSSB mills should hold their prices at consistent levels.  
 18 I disagreed and told him such an approach was unrealistic because the smaller self-financed mills  
 19 needed to drop their prices during times like winter slowdowns when cash flow was reduced in  
 20 order to generate operating cash. Mr. Walker stated that he did not believe that many CSSB mills  
 21 would do this. I countered that S&W Forest Products did it from time to time because I recalled  
 22 specific situations where we offered shake or shingle products from S&W at discounted prices  
 23 because Michael Watkins [Kris Watkins' relative] stated that the company needed to generate the  
 24 cash flow. In response, Mr. Walker appeared very agitated and said: 'yeah, well we just need to  
 25 get rid of that guy.'"

26       115. Len Taylor, the President and Owner of Taylor Forest Products, Inc., also  
 27 submitted a declaration in support of the S&W Forest Products lawsuit. The declaration  
 28 describes a business trip that Mr. Taylor took to British Columbia sometime within the last five

1 years. During the business trip, Mr. Taylor visited Defendant G&R's facility in Chilliwack,  
 2 British Columbia. The purpose of his visit was to meet with G&R's Sales Manager Stuart  
 3 Dziedzic.

4 116. While Mr. Taylor cannot remember the month or year of this meeting, he  
 5 distinctly recalls what happened during it. Mr. Taylor was waiting in Mr. Dziedzic's office while  
 6 Mr. Dziedzic was finishing a telephone call. When Mr. Dziedzic got off the phone, Mr. Dziedzic  
 7 said that some competitors were being tough on him and wanted him to raise G&R's cedar shake  
 8 and shingle prices.

9 117. Mr. Taylor is 100% certain that Mr. Dziedzic told him that the call was from either  
 10 Anbrook's Brooke Meeker or Waldun's Curtis Walker, but he cannot remember which of the two  
 11 was the person who called him. It was clear, however, from Mr. Dziedzic's statements to Mr.  
 12 Taylor that Mr. Dziedzic was referring to collective pressure from both Anbrook and Waldun  
 13 based upon the call Mr. Dziedzic received from either Ms. Meeker or Mr. Walker.

14 118. Defendants' and co-conspirators' collusive conduct had the intended purpose and  
 15 effect of increasing the price of cedar shakes and shingles sold to Plaintiff and the other members  
 16 of the Classes.

## 18 **VI. CLASS ACTION ALLEGATIONS**

19 119. Plaintiff brings this action on behalf of itself, and as a class action under the  
 20 Federal Rules of Civil Procedure, Rule 23(a), (b)(2) and (b)(3), seeking injunctive relief pursuant  
 21 to federal law, and damages pursuant to various state antitrust, unfair competition, unjust  
 22 enrichment, and consumer protection laws of the states listed below on behalf of the members of  
 23 the following classes:

24 **Nationwide class:** All persons and entities who indirectly purchased Cedar shakes  
 25 and shingles from Defendants or co-conspirators for resale in the United States  
 during the Class Period.

26 **Alaska class:** All persons and entities who indirectly purchased cedar shakes and  
 27 shingles from Defendants or co-conspirators for resale in Alaska during the Class  
 Period.

**Arizona class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Arizona during the Class Period.

**Arkansas class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Arkansas during the Class Period.

**California class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in California during the Class Period.

**Colorado class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Colorado during the Class Period.

**Delaware class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Delaware during the Class Period.

**District of Columbia class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in the District of Columbia during the Class Period.

**Florida class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Florida during the Class Period.

**Georgia class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Georgia during the Class Period.

**Hawaii class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Hawaii during the Class Period.

**Illinois class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Illinois during the Class Period.

**Iowa class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Iowa during the Class Period.

**Kansas class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Kansas during the Class Period.

**Maine class:** All persons and entities who indirectly purchased cedar shakes and shingles from Defendants or co-conspirators for resale in Maine during the Class Period.

1                   **Massachusetts class:** All persons and entities who indirectly purchased cedar  
2                   shakes and shingles from Defendants or co-conspirators for resale in  
3                   Massachusetts during the Class Period.

4                   **Michigan class:** All persons and entities who indirectly purchased cedar shakes  
5                   and shingles from Defendants or co-conspirators for resale in Michigan during the  
6                   Class Period.

7                   **Minnesota class:** All persons and entities who indirectly purchased cedar shakes  
8                   and shingles from Defendants or co-conspirators for resale in Minnesota during  
9                   the Class Period.

10                  **Mississippi class:** All persons and entities who indirectly purchased cedar shakes  
11                  and shingles from Defendants or co-conspirators for resale in Mississippi during  
12                  the Class Period.

13                  **Missouri class:** All persons and entities who indirectly purchased cedar shakes  
14                  and shingles from Defendants or co-conspirators for resale in Missouri during the  
15                  Class Period.

16                  **Montana class:** All persons and entities who indirectly purchased cedar shakes  
17                  and shingles from Defendants or co-conspirators for resale in Montana during the  
18                  Class Period.

19                  **Nebraska class:** All persons and entities who indirectly purchased cedar shakes  
20                  and shingles from Defendants or co-conspirators for resale in Nebraska during the  
21                  Class Period.

22                  **Nevada class:** All persons and entities who indirectly purchased cedar shakes and  
23                  shingles from Defendants or co-conspirators for resale in Nevada during the Class  
24                  Period.

25                  **New Hampshire class:** All persons and entities who indirectly purchased cedar shakes and  
26                  shingles from Defendants or co-conspirators for resale in New Hampshire during the  
27                  Class Period.

28                  **New Mexico class:** All persons and entities who indirectly purchased cedar shakes and  
29                  shingles from Defendants or co-conspirators for resale in New Mexico during the  
30                  Class Period.

31                  **New York class:** All persons and who indirectly purchased cedar shakes and  
32                  shingles from Defendants or co-conspirators for resale in New York during the  
33                  Class Period.

34                  **North Carolina class:** All persons and entities who indirectly purchased cedar  
35                  shakes and shingles from Defendants or co-conspirators for resale in North  
36                  Carolina during the Class Period.

37                  **North Dakota class:** All persons and entities who indirectly purchased cedar  
38                  shakes and shingles from Defendants or co-conspirators for resale in North  
39                  Dakota during the Class Period.

1                   **Oregon class:** All persons and entities who indirectly purchased cedar shakes and  
2 shingles from Defendants or co-conspirators for resale in Oregon during the Class  
3 Period.

4                   **Rhode Island class:** All persons and entities who indirectly purchased cedar  
5 shakes and shingles from Defendants or co-conspirators for resale in Rhode Island  
6 during the Class Period.

7                   **South Carolina class:** All persons and entities who indirectly purchased cedar  
8 shakes and shingles from Defendants or co-conspirators for resale in South  
9 Carolina during the Class Period.

10                   **South Dakota class:** All persons and entities who indirectly purchased cedar shakes and  
11 shingles from Defendants or co-conspirators for resale in South Dakota during the Class  
12 Period.

13                   **Tennessee class:** All persons and entities who indirectly purchased cedar shakes and  
14 shingles from Defendants or co-conspirators for resale in Tennessee during the Class  
15 Period.

16                   **Utah class:** All persons and entities who indirectly purchased cedar shakes and  
17 shingles from Defendants or co-conspirators for resale in Utah during the Class  
18 Period.

19                   **Vermont class:** All persons and entities who indirectly purchased cedar shakes and  
20 shingles from Defendants or co-conspirators for resale in Vermont during the  
21 Class Period.

22                   **Virginia class:** All persons and entities who indirectly purchased cedar shakes and  
23 shingles from Defendants or co-conspirators for resale in Virginia during the  
24 Class Period.

25                   **West Virginia class:** All persons and entities who indirectly purchased cedar shakes and  
26 shingles from Defendants or co-conspirators for resale in West Virginia during the  
27 Class Period.

28                   **Wisconsin class:** All persons and entities who indirectly purchased cedar shakes and  
29 shingles from Defendants or co-conspirators for resale in Wisconsin during  
30 the Class Period

31                   120. Specifically excluded from the Classes are the Defendants; the officers, directors  
32 or employees of any Defendant; any entity in which any Defendant has a controlling interest; and  
33 any affiliate, legal representative, heir or assign of any Defendant. Also excluded from the  
34 Classes are any federal, state or local governmental entities, any judicial officer presiding over  
35 this action and the members of his/her immediate family and judicial staff, any juror assigned to  
36 this action, and any co-conspirator identified in this action. Further excluded from the Classes are  
37 purchases of value-added products not manufactured, supplied or processed by Defendants, or  
38

1 otherwise not under the control of Defendants.

2       121. **Class Period:** The Class Period (also referenced as the Conspiracy Period herein)  
3 is defined as January 1, 2011 to the present. Additional discovery may reveal that the conduct  
4 alleged in this Complaint commenced at an earlier time, and Plaintiff reserves all rights to amend  
5 its complaint as appropriate.

6       122. **Class Identity:** The above-defined Classes are readily identifiable and are ones  
7 for which records should exist.

8       123. **Numerosity:** Plaintiff does not know the exact number of the members of the  
9 Classes because such information presently is in the exclusive control of Defendants, retailers,  
10 resellers and other entities in the supply chain of cedar shakes and shingles. Plaintiff believes that  
12 due to the nature of the trade and commerce involved, there are hundreds or thousands of  
13 members of the Classes geographically dispersed throughout the United States, such that joinder  
14 of all members of the Classes is impracticable.

15       124. **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
16 Classes because Plaintiff purchased cedar shakes and shingles indirectly from one or more of the  
17 Defendants for resale to end users, and therefore Plaintiff' claims arise from the same common  
18 course of conduct giving rise to the claims of the Classes and the relief sought is common to the  
19 Classes.

20       125. **Common questions exist and predominate over any individual questions:**  
21 There are questions of law and fact common to the Classes, including, but not limited to:

22       126. Whether Defendants and their co-conspirators engaged in an agreement,  
23 combination, or conspiracy to fix, raise, elevate, maintain, or stabilize prices of cedar shakes and  
24 shingles sold in interstate commerce in the United States;

25           a. The identity of the participants of the alleged conspiracy;  
26           b. The duration of the conspiracy alleged herein and the acts performed by  
27           Defendants and their co-conspirators in furtherance of the conspiracy;  
28           c. Whether the alleged conspiracy violated federal antitrust law;

- 1 d. Whether the alleged conspiracy violated the antitrust and consumer protection
- 2 laws of the various states;
- 3 e. Whether the conduct of Defendants and their co-conspirators, as alleged in this
- 4 Complaint, caused injury to the business or property of the Plaintiff and the other
- 5 members of the Classes;
- 6 f. The effect of Defendants' alleged conspiracy on the prices of cedar shakes and
- 7 shingles sold in the United States during the Class Period;
- 8 g. Whether Plaintiff and other members of the Classes are entitled to, among other
- 9 things, injunctive relief and if so, the nature and extent of such injunctive relief;
- 10 and
- 11 h. The appropriate class-wide measure of damages.

127. These and other questions of law and fact, which are common to the members of  
 13 the Classes, predominate over any questions affecting only individual members of the Classes.

128. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Classes  
 15 in that Plaintiff' interests are aligned with, and not antagonistic to, those of the other members of  
 16 the Classes who indirectly purchased cedar shakes and shingles from Defendants or co-  
 17 conspirators for resale, and Plaintiff has retained counsel competent and experienced in the  
 18 prosecution of class actions and antitrust litigation to represent itself and the Classes.

129. **Superiority:** A class action is superior to other available methods for the fair and  
 20 efficient adjudication of this controversy since individual joinder of all damaged members of the  
 21 Classes is impractical. Prosecution as a class action will eliminate the possibility of duplicative  
 22 litigation. The relatively small damages suffered by individual members of the Classes compared  
 23 to the expense and burden of individual prosecution of the claims asserted in this litigation  
 24 means that, absent a class action, it would not be feasible for members of the Classes to seek  
 25 redress for the violations of law herein alleged. Further, individual litigation presents the  
 26 potential for inconsistent or contradictory judgments and would greatly magnify the delay and  
 27 expense to all parties and to the court system. Accordingly, a class action presents far fewer case  
 28

1 management difficulties and will provide the benefits of unitary adjudication, an economy of  
 2 scale, and comprehensive supervision by a single court.

3       130. The prosecution of separate actions by individual members of the Classes would  
 4 create the risk of inconsistent or varying adjudications, establishing incompatible standards of  
 5 conduct for Defendants.

6       131. Plaintiff brings this action on behalf of all persons similarly situated pursuant to  
 7 Rule 23, on behalf of all persons and entities that, as residents of various states, indirectly  
 8 purchased one or more cedar shakes and shingles that a defendant or co-conspirator  
 9 manufactured for resale during the Class Period.

10      132. Defendants have acted on grounds generally applicable to the Classes, thereby  
 12 making final injunctive relief appropriate with respect to the Classes as a whole.

13      **VIII. ANTITRUST INJURY**

14      133. In an efficient market, manufacturers of cedar shakes and shingles would compete  
 15 on price to keep or increase their market share. For example, a company might choose to absorb  
 16 some of the impact of tariffs rather than passing the price increase to the customers. Similarly,  
 17 smaller self-financed mills may need to drop their prices during winter slowdowns to generate  
 18 operating cash.

19      134. Defendants' anticompetitive conduct had the following effects, among others:

- 20       a. Price competition has been restrained or eliminated with respect to cedar shakes  
 21 and shingles;
- 22       b. The prices of cedar shakes and shingles have been fixed, raised, stabilized, or  
 23 maintained at artificially inflated levels; and
- 24       c. Purchasers of cedar shakes and shingles have been deprived of free and open  
 25 competition among cedar shake and shingle manufacturers.

26      135. The purpose of the conspiratorial conduct of Defendants and their con-  
 27 conspirators was to raise, fix, or maintain the price of cedar shakes and shingles and, as a direct  
 28 and foreseeable result, Plaintiff and the other members of the Classes paid supra-competitive

1 prices for cedar shakes and shingles during the Class Period.

2       136. By reason of the alleged violations of the antitrust and other laws, Plaintiff and  
 3 the other members of the Classes have sustained injury to their businesses or property, having  
 4 paid higher prices for cedar shakes and shingles than they would have paid in the absence of  
 5 Defendants' illegal contract, combination, or conspiracy, and as a result have suffered damages.

6       137. This is an antitrust injury of the type that the antitrust laws were meant to punish  
 7 and prevent.

8       **IX. FRAUDULENT CONCEALMENT AND TOLLING**

9       138. Plaintiff had neither actual nor constructive knowledge of the facts constituting its  
 10 claim for relief.

12       139. Plaintiff and the other members of the Classes did not discover, and could not  
 13 have discovered through the existence of reasonable diligence, the existence of the conspiracy  
 14 alleged herein until on or about February 13, 2019, the date on which S&W Forest Products filed  
 15 its antitrust complaint and exposed allegations of collusion among Defendants.

16       140. Defendants and their co-conspirators engaged in a secret conspiracy that did not  
 17 reveal facts that would put Plaintiff and the other members of the Classes on inquiry notice that  
 18 there was a conspiracy to fix the prices of cedar shakes and shingles.

19       141. Accordingly, Plaintiff could not have had either actual or constructive knowledge  
 20 of the conspiracy until the S&W complaint was filed.

21       142. Furthermore, Defendants and their co-conspirators took active steps to conceal the  
 22 conspiracy and prevent Plaintiff and the other members of the Classes from discovering its  
 23 existence until the S&W complaint was filed. For example, to discuss and implement the  
 24 conspiracy, Defendants and their co-conspirators met in private at their places of business and  
 25 during CSSB meetings that were not open to the public. They also discussed the conspiracy  
 26 during private telephone calls. Finally, Defendants and their co-conspirators did not reveal in  
 27 their price increase announcements or otherwise that a reason for the price increases and price  
 28 levels during the Class Period was the anticompetitive conspiracy described herein.

1       143. Because the alleged conspiracy was kept secret, Plaintiff and the other members  
 2 of the Classes were unaware of this unlawful conduct alleged herein and did not know that the  
 3 prices they paid for cedar shakes and shingles were artificially high during the Class Period.

4 **X. CLAIMS FOR RELIEF**

5       **A. Claims Under Federal Law**

6           **1. Violation of Section 1 of the Sherman Act**

7       144. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 8 every allegation set forth in the preceding paragraphs of this Complaint.

9       145. Beginning at a time currently unknown to Plaintiff, but at least as early as January  
 10 1, 2011, and continuing through the present, the exact dates being unknown to Plaintiff,  
 12 Defendants and their co-conspirators entered into a continuing agreement, understanding, and  
 13 conspiracy in restraint of trade artificially to fix, raise, stabilize, and peg prices for cedar shakes  
 14 and shingles in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

15       146. In forming and carrying out the alleged agreement, understanding, and  
 16 conspiracy, Defendants and their co-conspirators did those things that they combined and  
 17 conspired to do, including but not limited to the acts, practices, and course of conduct set forth  
 18 above, and the following, among others:

- 19           a. Fixing, raising, stabilizing, and maintaining the price of cedar shakes and  
 20 shingles; and
- 21           b. Excluding upstart and lower-cost cedar shake and shingle manufacturers from the  
 22 market.

23       147. The combination and conspiracy alleged herein has had the following effects,  
 24 among others:

- 25           a. Price competition in the sale of cedar shakes and shingles has been restrained,  
 26 suppressed, or eliminated in the United States;
- 27           b. Prices for cedar shakes and shingles manufactured by Defendants and their co-  
 28 conspirators have been fixed, raised, maintained and stabilized at artificially high,

non-competitive levels throughout the United States; and

- c. Those who purchased cedar shakes and shingles manufactured by Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

148. Plaintiff and members of the Classes have been injured and will continue to be injured in their businesses and property by paying more for cedar shakes and shingles manufactured by Defendants and their co-conspirators for resale than they would have paid and will pay in the absence of the combination and conspiracy.

## **B. State Law Antitrust Claims**

1. Violation of Arizona's Uniform State Antitrust Act (Arizona Revised Statutes §§ 44-1401, *et seq.*) on behalf of the Arizona Class

149. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

150. Defendants have entered into an unlawful agreement in restraint of trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.*

151. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within Arizona.

152. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred within Arizona, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the cedar shakes and shingles market.

153. During the Class Period, Defendants' illegal conduct was flagrant and substantially affected Arizona's trade and commerce.

154. As a direct and proximate cause of Defendants' unlawful conduct, the Arizona Plaintiff(s) and members of the Arizona Class have been injured in their business or property and are threatened with further injury.

155. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for cedar shakes and shingles manufactured by Defendants and all of their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

156. By reason of the foregoing, Defendants entered into agreements in restraint of trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.* Accordingly, Arizona Plaintiff(s) and members of the Arizona Class are entitled to and seek all damages and other forms of relief available under Arizona Revised Statutes §§ 44-1401, *et seq.*

157. Notice and a copy of this Complaint is being served upon the Arizona Attorney General on behalf of Arizona Plaintiff(s) and the Arizona Class. Ariz. Rev. Stat. § 44-1415.

**2. Violation of California's Cartwright Act (Cal. Bus. & Prof. Code § 1600, *et seq.*) on behalf of the California Class**

158. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code §§ 16700, *et seq.*, (“The Cartwright Act”).

159. California policy is that “vigorous representation and protection of consumer interests are essential to the fair and efficient functioning of a free enterprise market economy,” including by fostering competition in the marketplace. Cal. Bus. & Prof. Code § 301.

160. Under the Cartwright Act, indirect purchasers have standing to bring and maintain an action for damages and other relief based on the facts alleged in this Complaint. Cal. Bus. & Prof. Code § 16750(a).

161. Under California law, a trust is any combination intended for various purposes, including but not limited to creating or carrying out restrictions in trade or commerce, limiting or reducing the production or increasing the price of merchandise, or preventing competition in the market for a commodity. Cal. Bus. & Prof. Code § 16720. Every trust in California is unlawful except as provided by the Code. Cal. Bus. & Prof. Code § 16726.

162. During the Class Period, Defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade and commerce described above in violation of Section 16720 of the California Business and Professions Code. Defendants, and each of them, have acted in violation of Section 16720 of the California Business and Professions Code to fix, raise, stabilize, and/or maintain prices of cedar shakes and shingles at supra-competitive levels. The aforesaid violations of Section 16720 of the California Business and Professions Code consisted, without limitation, of a continuing unlawful trust and concert of action among the Defendants and their co-conspirators, the substantial terms of which were to fix, raise, maintain, and/or stabilize the prices of cedar shakes and shingles.

163. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for cedar shakes and shingles manufactured by Defendants and all of their Co-Conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

164. The California Class purchased cedar shakes and shingles within the State of California during the Class Period.

165. But for Defendants' conduct set forth herein, the price of cedar shakes and

1 shingles would have been lower, in an amount to be determined at trial.

2 166. Defendants' anticompetitive conduct was knowing, willful and constitutes a  
 3 flagrant violation of the California Business and Professions Code §§ 16700, *et seq.*

4 167. For the purpose of forming and effectuating the unlawful trust, Defendants and  
 5 their co-conspirators have done those things which they combined and conspired to do, including  
 6 but not in any way limited to the acts, practices and course of conduct set forth above and the  
 7 following: fixing, raising, stabilizing, and/or pegging the price of cedar shakes and shingles.

8 **3. Violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.*  
 9 on behalf of the Colorado Class.**

10 168. Defendants have entered into an unlawful agreement in restraint of trade in  
 11 violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.*

12 169. The combination and conspiracy alleged herein has had the following effects,  
 13 among others:

- 14 a. Price competition in the sale of cedar shakes and shingles has been restrained,  
 15 suppressed, and/or eliminated in the United States;
- 16 b. Prices for cedar shakes and shingles manufactured by Defendants and all of their  
 17 Co-Conspirators have been fixed, raised, maintained and stabilized at artificially  
 18 high, non-competitive levels throughout the United States; and
- 19 c. Those who purchased cedar shakes and shingles manufactured by the Defendants  
 20 and their co-conspirators have been deprived of the benefits of free and open  
 21 competition.

22 170. During the Class Period, Defendants' illegal conduct substantially affected  
 23 Colorado commerce.

24 171. As a direct and proximate result of Defendants' unlawful conduct, Colorado  
 25 Plaintiff(s) and members of the Colorado Class have been injured in their business and property  
 26 and are threatened with further injury.

27 172. By reason of the foregoing, Defendants entered into agreements in restraint of  
 28

1 trade in violation of Colorado Revised Statutes §§ 6-4-101, *et seq.* Accordingly, Colorado  
 2 Plaintiff(s) and members of the Colorado Class seek all damages and other forms of relief  
 3 available under Colorado Revised Statutes §§ 6-4-101, *et seq.*

4 173. Notice and a copy of this Complaint is being served upon the Colorado Attorney  
 5 General on behalf of Colorado Plaintiff(s) and the Colorado Class. Colo. Rev. Stat. § 6-4-115.

6 **4. Violation of the District of Columbia Antitrust Act (D.C. Code  
 7 § 28-4501, *et seq.*) on behalf of the District of Columbia Class**

8 174. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 9 every allegation set forth in the preceding paragraphs of this Complaint.

10 175. The policy of District of Columbia Code, Title 28, Chapter 45 (Restraints of  
 11 Trade) is to “promote the unhampered freedom of commerce and industry throughout the District  
 12 of Columbia by prohibiting restraints of trade and monopolistic practices.”

13 176. The combination and conspiracy alleged herein has had the following effects,  
 14 among others:

- 15 a. Price competition in the sale of cedar shakes and shingles has been restrained,  
 16 suppressed, and/or eliminated in the United States;
- 17 b. Prices for cedar shakes and shingles manufactured by Defendants and all of their  
 18 Co-Conspirators have been fixed, raised, maintained and stabilized at artificially  
 19 high, non-competitive levels throughout the United States; and
- 20 c. Those who purchased cedar shakes and shingles manufactured by the Defendants  
 21 and their co-conspirators have been deprived of the benefits of free and open  
 22 competition.

23 177. Members of the District of Columbia Class purchased cedar shakes and shingles  
 24 within the District of Columbia during the Class Period. But for Defendants’ conduct set forth  
 25 herein, the price of cedar shakes and shingles would have been lower, in an amount to be  
 26 determined at trial.

27 178. Under District of Columbia law, indirect purchasers have standing to maintain an  
 28

1 action under the antitrust provisions of the D.C. Code based on the facts alleged in this  
 2 Complaint, because “any indirect purchaser in the chain of manufacture, production or  
 3 distribution of goods...shall be deemed to be injured within the meaning of this chapter.” D.C.  
 4 Code § 28-4509(a).

5 179. Defendants contracted, combined or conspired to act in restraint of trade within  
 6 the District of Columbia, and monopolized or attempted to monopolize the market for cedar  
 7 shakes and shingles within the District of Columbia, in violation of D.C. Code § 28-4501, *et seq.*

8 180. Plaintiff and members of the District of Columbia Class were injured with respect  
 9 to purchases of cedar shakes and shingles in the District of Columbia and are entitled to all forms  
 10 of relief, including actual damages, treble damages, and interest, reasonable attorney’s fees and  
 12 costs.

13 **5. Violation of the Illinois Antitrust Act (740 §§ ILCS 10/1, *et*  
 14 *seq.*) on behalf of the Illinois Class**

15 181. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 16 every allegation set forth in the preceding paragraphs of this Complaint.

17 182. The Illinois Antitrust Act, 740 ILCS 10/1, *et seq.*, aims “to promote the  
 18 unhampered growth of commerce and industry throughout the State by prohibiting restraints of  
 19 trade which are secured through monopolistic or oligarchic practices and which act or tend to act  
 20 to decrease competition between and among persons engaged in commerce and trade. . . .” 740  
 21 ILCS 10/1.

22 183. Illinois Plaintiff(s) and members of the Illinois Class have standing to pursue  
 23 claims against the Defendants and their co-conspirators, as the Illinois Antitrust Act provides in  
 24 relevant part that, “[n]o provision of this Act shall deny any person who is an indirect purchaser  
 25 the right to sue for damages.” 740 ILCS 10/7.

26 184. Plaintiff purchased cedar shakes and shingles within the State of Illinois during  
 27 the Class Period. But for Defendants’ conduct set forth herein, the price of cedar shakes and  
 28 shingles would have been lower, in an amount to be determined at trial.

1       185. Under the Illinois Antitrust Act, indirect purchasers have standing to maintain an  
 2 action for damages based on the facts alleged in this Complaint. 740 ILCS 10/7(2).

3       186. Defendants made contracts or engaged in a combination or conspiracy with each  
 4 other, though they would have been competitors but for their prior agreement, for the purpose of  
 5 fixing, controlling or maintaining prices for cedar shakes and shingles sold, and/or for allocating  
 6 customers or markets for cedar shakes and shingles within the intrastate commerce of Illinois.

7       187. Defendants further unreasonably restrained trade or commerce and established,  
 8 maintained or attempted to acquire monopoly power over the market for cedar shakes and  
 9 shingles in Illinois for the purpose of excluding competition, in violation of 740 ILCS 10/1, *et*  
 10 *seq.*

12       188. During the Class Period, Defendants' illegal conduct substantially affected Illinois  
 13 commerce, including by causing the price of cedar shakes and shingles in Illinois to be  
 14 artificially elevated to the detriment of the Illinois Plaintiff(s) and the members of the Illinois  
 15 Class.

16       189. Plaintiff and members of the Illinois Class were injured with respect to purchases  
 17 of cedar shakes and shingles in Illinois and are entitled to all forms of relief, including actual  
 18 damages, treble damages, reasonable attorney's fees, and costs.

19                   **6.       Violation of Iowa Competition Law (Iowa Code §§ 553.1, *et*  
 20 *seq.*) on behalf of the Iowa Class**

21       190. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 22 every allegation set forth in the preceding paragraphs of this Complaint.

23       191. The Iowa Competition Law aims to "prohibit[] restraint of economic activity and  
 24 monopolistic practices." Iowa Code § 553.2.

25       192. Plaintiff purchased cedar shakes and shingles within the State of Iowa during the  
 26 Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and shingles  
 27 would have been lower, in an amount to be determined at trial.

28       193. Defendants contracted, combined or conspired to restrain or monopolize trade in

1 the market for cedar shakes and shingles, and attempted to establish or did in fact establish a  
 2 monopoly for the purpose of excluding competition or controlling, fixing or maintaining prices  
 3 for cedar shakes and shingles, in violation of Iowa Code § 553.1, *et seq.*

4 194. During the Class Period, Defendants' illegal conduct substantially affected Iowa  
 5 commerce, including by causing the price in Iowa of cedar shakes and shingles to be artificially  
 6 elevated.

7 195. Plaintiff and members of the Iowa Class were injured with respect to purchases of  
 8 cedar shakes and shingles in Iowa, and are entitled to all forms of relief, including actual  
 9 damages, exemplary damages for willful conduct, reasonable attorney's fees and costs, and  
 10 injunctive relief.

12 **7. Violation of the Kansas Restraint of Trade Act (Kan. Stat. Ann.  
 13 §§ 50-112, *et seq.*) on behalf of the Kansas Class**

14 196. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 15 every allegation set forth in the preceding paragraphs of this Complaint.

16 197. The Kansas Restraint of Trade Act aims to prohibit practices which, *inter alia*,  
 17 "tend to prevent full and free competition in the importation, transportation or sale of articles  
 18 imported into this state." Kan. Stat. Ann. § 50-112.

19 198. Plaintiff purchased cedar shakes and shingles within the State of Kansas during  
 20 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 21 shingles would have been lower, in an amount to be determined at trial.

22 199. Under the Kansas Restraint of Trade Act, indirect purchasers have standing to  
 23 maintain an action based on the facts alleged in this Complaint. Kan. Stat. Ann. § 50-161(b).

24 200. Defendants combined capital, skill or acts for the purposes of creating restrictions  
 25 in trade or commerce of cedar shakes and shingles, increasing the price of cedar shakes and  
 26 shingles, preventing competition in the sale of cedar shakes and shingles, or binding themselves  
 27 not to sell cedar shakes and shingles, in a manner that established the price of cedar shakes and  
 28 shingles and precluded free and unrestricted competition among themselves in the sale of cedar

shakes and shingles, in violation of Kan. Stat. Ann. § 50-101, *et seq.*

201. Plaintiff and members of the Kansas Class were injured with respect to purchases of cedar shakes and shingles in Kansas and are entitled to all forms of relief, including actual damages, reasonable attorney's fees and costs, and injunctive relief.

**8. Violation of Maine's Antitrust Statute (Me. Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*) on behalf of the Maine Class**

202. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

203. Part 3 of Title 10 the Maine Revised Statutes generally governs regulation of trade in Maine. Chapter 201 thereof governs monopolies and profiteering, generally prohibiting contracts in restraint of trade and conspiracies to monopolize trade. Me. Rev. Stat. Ann. Tit. 10, §§ 1101-02.

204. Plaintiff purchased cedar shakes and shingles within the State of Maine during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and shingles would have been lower, in an amount to be determined at trial.

205. Under Maine law, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Me. Rev. Stat. Ann. Tit. 10, § 1104(1).

206. Defendants contracted, combined or conspired in restraint of trade or commerce of cedar shakes and shingles within the intrastate commerce of Maine, and monopolized or attempted to monopolize the trade or commerce of cedar shakes and shingles within the intrastate commerce of Maine, in violation of Me. Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*

207. Plaintiff and members of the Maine Class were injured with respect to purchases of cedar shakes and shingles in Maine and are entitled to all forms of relief, including actual damages, treble damages, reasonable attorneys' and experts' fees and costs.

**9. Violation of the Michigan Antitrust Reform Act (Mich. Comp. Laws §§ 445.771, *et seq.*) on behalf of the Michigan Class**

208. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

1       209. The Michigan Antitrust Reform Act aims “to prohibit contracts, combinations,  
 2 and conspiracies in restraint of trade or commerce...to prohibit monopolies and attempts to  
 3 monopolize trade or commerce...[and] to provide remedies, fines, and penalties for violations of  
 4 this act.” Mich. Act 274 of 1984.

5       210. Plaintiff purchased cedar shakes and shingles within the State of Michigan during  
 6 the Class Period. But for Defendants’ conduct set forth herein, the price of cedar shakes and  
 7 shingles would have been lower, in an amount to be determined at trial.

8       211. Under the Michigan Antitrust Reform Act, indirect purchasers have standing to  
 9 maintain an action based on the facts alleged in this Complaint. Mich. Comp. Laws. §  
 10 452.778(2).

12       212. Defendants contracted, combined or conspired to restrain or monopolize trade or  
 13 commerce in the market for cedar shakes and shingles, in violation of Mich. Comp. Laws §  
 14 445.772, *et seq.*

15       213. Plaintiff and members of the Michigan Class were injured with respect to  
 16 purchases of cedar shakes and shingles in Michigan and are entitled to all forms of relief,  
 17 including actual damages, treble damages for flagrant violations, interest, costs, reasonable  
 18 attorney’s fees, and injunctive or other appropriate equitable relief.

19                   **10. Violation of Minnesota Antitrust Law (Minn. Stat. §§ 325D.49,  
 20                   *et seq.*) on behalf of the Minnesota Class**

21       214. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 22 every allegation set forth in the preceding paragraphs of this Complaint.

23       215. The Minnesota Antitrust Law of 1971 aims to prohibit any contract, combination  
 24 or conspiracy when any part thereof was created, formed, or entered into in Minnesota; any  
 25 contract, combination or conspiracy, wherever created, formed or entered into; any  
 26 establishment, maintenance or use of monopoly power; and any attempt to establish, maintain or  
 27 use monopoly power, whenever any of these affect Minnesota trade or commerce.

28       216. Plaintiff purchased cedar shakes and shingles within the State of Minnesota

1 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 2 and shingles would have been lower, in an amount to be determined at trial.

3 217. Under the Minnesota Antitrust Act of 1971, indirect purchasers have standing to  
 4 maintain an action based on the facts alleged in this Complaint. Minn. Stat. § 325D.56.

5 218. Defendants contracted, combined or conspired in unreasonable restraint of trade  
 6 or commerce in the market for cedar shakes and shingles within the intrastate commerce of and  
 7 outside of Minnesota; established, maintained, used or attempted to establish, maintain or use  
 8 monopoly power over the trade or commerce in the market for cedar shakes and shingles within  
 9 the intrastate commerce of and outside of Minnesota; and fixed prices and allocated markets for  
 10 cedar shakes and shingles within the intrastate commerce of and outside of Minnesota, in  
 11 violation of Minn. Stat. § 325D.49, *et seq.*

12 219. Plaintiff and members of the Minnesota Class were injured with respect to  
 13 purchases of cedar shakes and shingles in Minnesota and are entitled to all forms of relief,  
 14 including actual damages, treble damages, costs and disbursements, reasonable attorney's fees,  
 15 and injunctive relief necessary to prevent and restrain violations hereof.

16 **11. Violation of the Mississippi Antitrust Statute (Miss. Code Ann.  
 17 § 74-21-1, *et seq.*) on behalf of the Mississippi Class**

18 220. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 19 every allegation set forth in the preceding paragraphs of this Complaint.

20 221. Title 75 of the Mississippi Code regulates trade, commerce and investments.  
 21 Chapter 21 thereof generally prohibits trusts and combines in restraint or hindrance of trade, with  
 22 the aim that "trusts and combines may be suppressed, and the benefits arising from competition  
 23 in business [are] preserved" to Mississippians. Miss. Code Ann. § 75-21-39.

24 222. Trusts are combinations, contracts, understandings or agreements, express or  
 25 implied, when inimical to the public welfare and with the effect of, *inter alia*, restraining trade,  
 26 increasing the price or output of a commodity, or hindering competition in the production or sale  
 27 of a commodity. Miss. Code Ann. § 75-21-1.

1       223. Plaintiff purchased cedar shakes and shingles within the State of Mississippi  
 2 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 3 and shingles would have been lower, in an amount to be determined at trial.

4       224. Under Mississippi law, indirect purchasers have standing to maintain an action  
 5 under the antitrust provisions of the Mississippi Code based on the facts alleged in this  
 6 Defendants combined, contracted, understood and agreed in the market for cedar shakes and  
 7 shingles, in a manner inimical to public welfare, with the effect of restraining trade, increasing  
 8 the price of cedar shakes and shingles and hindering competition in the sale of cedar shakes and  
 9 shingles, in violation of Miss. Code Ann. § 75-21-1(a), *et seq.*

10      225. Defendants monopolized or attempted to monopolize the production, control or  
 12 sale of cedar shakes and shingles, in violation of Miss. Code Ann. § 75-21-3, *et seq.*

13      226. Defendants' cedar shakes and shingles are sold indirectly via distributors  
 14 throughout the State of Mississippi. During the Class Period, Defendants' illegal conduct  
 15 substantially affected Mississippi commerce.

16      227. Plaintiff and members of the Mississippi Class were injured with respect to  
 17 purchases of cedar shakes and shingles in Mississippi and are entitled to all forms of relief,  
 18 including actual damages and a penalty of \$500 per instance of injury.

19                   **12. Violation of the Missouri Merchandising Practices Act (Mo.**  
 20                   **Stat. § 407.010, *et seq.*) on behalf of the Missouri Class**

21      228. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 22 every allegation set forth in the preceding paragraphs of this Complaint.

23      229. Chapter 407 of the Missouri Merchandising Practices Act (the "MMPA")  
 24 generally governs unlawful business practices, including antitrust violations such as restraints of  
 25 trade and monopolization.

26      230. Plaintiff purchased cedar shakes and shingles within the State of Missouri during  
 27 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 28 shingles would have been lower, in an amount to be determined at trial.

1       231. Under Missouri law, indirect purchasers have standing to maintain an action under  
 2 the MMPA based on the facts alleged in this Complaint. *Gibbons v. J. Nuckolls, Inc.*, 216 S.W.3d  
 3 667, 669 (Mo. 2007).

4       232. Defendants contracted, combined or conspired in restraint of trade or commerce  
 5 of cedar shakes and shingles within the intrastate commerce of Missouri, and monopolized or  
 6 attempted to monopolize the market for cedar shakes and shingles within the intrastate  
 7 commerce of Missouri by possessing monopoly power in the market and willfully maintaining  
 8 that power through agreements to fix prices, allocate markets and otherwise control trade, in  
 9 violation of Mo. Ann. Stat. § 407.010, *et seq.*

10      233. Plaintiff and members of the Missouri Class were injured with respect to  
 12 purchases of cedar shakes and shingles in Missouri and are entitled to all forms of relief,  
 13 including actual damages or liquidated damages in an amount which bears a reasonable relation  
 14 to the actual damages which have been sustained, as well as reasonable attorney's fees, costs, and  
 15 injunctive relief.

16           **13. Violation of the Nebraska Junkin Act (Neb. Rev. Stat. § 59-801,  
 17           *et seq.*) on behalf of the Nebraska Class**

18      234. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 19 every allegation set forth in the preceding paragraphs of this Complaint.

20      235. Chapter 59 of the Nebraska Revised Statute generally governs business and trade  
 21 practices. Sections 801 through 831 thereof, known as the Junkin Act, prohibit antitrust  
 22 violations such as restraints of trade and monopolization.

23      236. Plaintiff purchased cedar shakes and shingles within the State of Nebraska during  
 24 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 25 shingles would have been lower, in an amount to be determined at trial.

26      237. Under Nebraska law, indirect purchasers have standing to maintain an action  
 27 under the Junkin Act based on the facts alleged in this Complaint. Neb. Rev. Stat. § 59-821.

28      238. Defendants contracted, combined or conspired in restraint of trade or commerce

1 of cedar shakes and shingles within the intrastate commerce of Nebraska, and monopolized or  
 2 attempted to monopolize the market for cedar shakes and shingles within the intrastate  
 3 commerce of Nebraska by possessing monopoly power in the market and willfully maintaining  
 4 that power through agreements to fix prices, allocate markets and otherwise control trade, in  
 5 violation of Neb. Rev. Stat. § 59-801, *et seq.*

6 239. Plaintiff and members of the Nebraska Class were injured with respect to  
 7 purchases of cedar shakes and shingles in Nebraska and are entitled to all forms of relief,  
 8 including actual damages or liquidated damages in an amount which bears a reasonable relation  
 9 to the actual damages which have been sustained, as well as reasonable attorney's fees, costs, and  
 10 injunctive relief.

12 **14. Violations of the Nevada Unfair Trade Practices Act (Nev. Rev.  
 13 Stat § 598A.030(1)) on behalf of the Nevada Class**

14 240. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 15 every allegation set forth in the preceding paragraphs of this Complaint.

16 241. The Nevada Unfair Trade Practice Act ("NUTPA") states that "free, open and  
 17 competitive production and sale of commodities...is necessary to the economic well-being of the  
 18 citizens of the State of Nevada." Nev. Rev. Stat. Ann. § 598A.030(1).

19 242. The policy of NUTPA is to prohibit acts in restraint of trade or commerce, to  
 20 preserve and protect the free, open and competitive market, and to penalize all persons engaged  
 21 in anticompetitive practices. Nev. Rev. Stat. Ann. § 598A.030(2). Such acts include price fixing,  
 22 division of markets, allocation of customers, and monopolization of trade. Nev. Rev. Stat. Ann. §  
 23 598A.060.

24 243. Plaintiff purchased cedar shakes and shingles within the State of Nevada during  
 25 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 26 shingles would have been lower, in an amount to be determined at trial.

27 244. Under Nevada law, indirect purchasers have standing to maintain an action under  
 28 NUTPA based on the facts alleged in this Complaint. Nev. Rev. Stat. Ann. §598A.210(2).

1       245. Defendants fixed prices by agreeing to establish prices for cedar shakes and  
 2 shingles in Nevada, divided Nevada markets, allocated Nevada customers, and monopolized or  
 3 attempted monopolize trade or commerce of cedar shakes and shingles within the intrastate  
 4 commerce of Nevada, constituting a contract, combination or conspiracy in restraint of trade in  
 5 violation of Nev. Rev. Stat. Ann. § 598A, *et seq.*

6       246. Plaintiff and members of the Nevada Class were injured with respect to purchases  
 7 of cedar shakes and shingles in Nevada in that many of sales of Defendants' cedar shakes and  
 8 shingles took place in Nevada, purchased by Nevada consumers at supra-competitive prices  
 9 caused by Defendants' conduct.

10       247. Accordingly, Plaintiff and members of the Nevada Class are entitled to all forms  
 12 of relief, including actual damages, treble damages, reasonable attorney's fees, costs, and  
 13 injunctive relief.

14       248. In accordance with the requirements of § 598A.210(3), notice of this action was  
 15 mailed to the Nevada Attorney General by Plaintiff.

16       **15. Violation of New Hampshire's Antitrust Statute (N.H. Rev.  
 17 Stat. Ann. §§ 356, *et seq.*) on behalf of the New Hampshire  
 Class**

18       249. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 19 every allegation set forth in the preceding paragraphs of this Complaint.

20       250. Title XXXI of the New Hampshire Statutes generally governs trade and  
 21 commerce. Chapter 356 thereof governs combinations and monopolies and prohibits restraints of  
 22 trade. N.H. Rev. Stat. Ann. §§ 356:2, 3.

23       251. Plaintiff purchased cedar shakes and shingles within the State of New Hampshire  
 24 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 25 and shingles would have been lower, in an amount to be determined at trial.

26       252. Under New Hampshire law, indirect purchasers have standing to maintain an  
 27 action based on the facts alleged in this Complaint. N.H. Rev. Stat. Ann. § 356:11(II).

28       253. Defendants fixed, controlled or maintained prices for cedar shakes and shingles,

1 allocated customers or markets for cedar shakes and shingles, and established, maintained or  
 2 used monopoly power, or attempted to, constituting a contract, combination or conspiracy in  
 3 restraint of trade in violation of N.H. Rev. Stat. Ann. § 356:1, *et seq.*

4 254. Plaintiff and members of the New Hampshire Class were injured with respect to  
 5 purchases of cedar shakes and shingles in New Hampshire and are entitled to all forms of relief,  
 6 including actual damages sustained, treble damages for willful or flagrant violations, reasonable  
 7 attorney's fees, costs, and injunctive relief.

8 **16. Violation of the New Mexico Antitrust Act (N.M. Stat. Ann. §§  
 9 57-1-1, *et seq.*) on behalf of the New Mexico Class.**

10 255. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 11 every allegation set forth in the preceding paragraphs of this Complaint.

12 256. The New Mexico Antitrust Act aims to prohibit restraints of trade and  
 13 monopolistic practices. N.M. Stat. Ann. 57-1-15.

14 257. Plaintiff purchased cedar shakes and shingles within the State of New Mexico  
 15 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 16 and shingles would have been lower, in an amount to be determined at trial.

17 258. Under New Mexico law, indirect purchasers have standing to maintain an action  
 18 based on the facts alleged in this Complaint. N.M. Stat. Ann. § 57-1-3.

19 259. Defendants contracted, agreed, combined or conspired, and monopolized or  
 20 attempted to monopolize trade for cedar shakes and shingles within the intrastate commerce of  
 21 New Mexico, in violation of N.M. Stat. Ann. § 57-1-1, *et seq.*

22 260. Plaintiff and members of the New Mexico Class were injured with respect to  
 23 purchases of cedar shakes and shingles in New Mexico and are entitled to all forms of relief,  
 24 including actual damages, treble damages, reasonable attorney's fees, costs, and injunctive relief.

25 **17. Violation of New York General Business Laws §§ 340, *et seq.*,  
 26 on behalf of the New York Class**

27 261. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 28 every allegation set forth in the preceding paragraphs of this Complaint.

1       262. Article 22 of the New York General Business Law general prohibits monopolies  
 2 and contracts or agreements in restraint of trade, with the policy of encouraging competition or  
 3 the free exercise of any activity in the conduct of any business, trade or commerce in New York.  
 4 N.Y. Gen. Bus. Law § 340(1).

5       263. Plaintiff purchased cedar shakes and shingles within the State of New York during  
 6 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 7 shingles would have been lower, in an amount to be determined at trial.

8       264. Under New York law, indirect purchasers have standing to maintain an action  
 9 based on the facts alleged in this Complaint. N.Y. Gen. Bus. Law § 340(6).

10       265. Defendants established or maintained a monopoly within the intrastate commerce  
 12 of New York for the trade or commerce of cedar shakes and shingles and restrained competition  
 13 in the free exercise of the conduct of the business of cedar shakes and shingles within the  
 14 intrastate commerce of New York, in violation of N.Y. Gen. Bus. Law § 340, *et seq.*

15       266. Plaintiff and members of the New York Class were injured with respect to  
 16 purchases of cedar shakes and shingles in New York and are entitled to all forms of relief,  
 17 including actual damages, treble damages, costs not exceeding \$10,000, and reasonable  
 18 attorney's fees.

19                   **18. Violation of the North Carolina General Statutes §§ 75-1, *et***  
 20                   ***seq.*, on behalf of the North Carolina Class**

21       267. 205. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 22 every allegation set forth in the preceding paragraphs of this Complaint.

23       268. Defendants entered into a contract or combination in the form of trust or  
 24 otherwise, or conspiracy in restraint of trade or commerce in the cedar shakes and shingles  
 25 market, a substantial part of which occurred within North Carolina.

26       269. Defendants established, maintained, or used a monopoly, or attempted to establish  
 27 a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of  
 28 affecting competition or controlling, fixing, or maintaining prices, a substantial part of which

1 occurred within North Carolina.

2 270. Defendants' unlawful conduct substantially affected North Carolina's trade and  
3 commerce.

4 271. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff and  
5 the members of the North Carolina Class have been injured in their business or property and are  
6 threatened with further injury.

7 272. By reason of the foregoing, Plaintiff and members of the North Carolina Class are  
8 entitled to seek all forms of relief available, including treble damages, under N.C. Gen. Stat. §  
9 75-1, *et seq.*

10 **19. Violation of the North Dakota Uniform State Antitrust Act  
(N.D. Cent. Code §§ 51-08.1, *et seq.*) on behalf of the North  
Dakota Class**

13 273. 211. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
14 every allegation set forth in the preceding paragraphs of this Complaint.

15 274. The North Dakota Uniform State Antitrust Act generally prohibits restraints on or  
16 monopolization of trade. N.D. Cent. Code § 51-08.1, *et seq.*

17 275. Plaintiff purchased cedar shakes and shingles within the State of North Dakota  
18 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
19 and shingles would have been lower, in an amount to be determined at trial.

20 276. Under the North Dakota Uniform State Antitrust Act, indirect purchasers have  
21 standing to maintain an action based on the facts alleged in this Complaint. N.D. Cent. Code §  
22 51-08.1-08.

23 277. Defendants contracted, combined or conspired in restraint of, or to monopolize  
24 trade or commerce in the market for cedar shakes and shingles, and established, maintained, or  
25 used a monopoly, or attempted to do so, for the purposes of excluding competition or controlling,  
26 fixing or maintaining prices for cedar shakes and shingles, in violation of N.D. Cent. Code §§  
27 51-08.1-02, 03.

28 278. Plaintiff and members of the North Dakota Class were injured with respect to

1 purchases in North Dakota and are entitled to all forms of relief, including actual damages, treble  
 2 damages for flagrant violations, costs, reasonable attorney's fees, and injunctive or other  
 3 equitable relief.

4 **20. Violation of the Oregon Antitrust Law (Or. Rev. Stat §§  
 5 646.705, *et seq.*) on behalf of the Oregon Class**

6 279. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 7 every allegation set forth in the preceding paragraphs of this Complaint.

8 280. Chapter 646 of the Oregon Revised Statutes generally governs business and trade  
 9 practices within Oregon. Sections 705 through 899 thereof govern antitrust violations, with the  
 10 policy to "encourage free and open competition in the interest of the general welfare and  
 11 economy of the state." Or. Rev. Stat. § 646.715.

12 281. Plaintiff purchased cedar shakes and shingles within the State of Oregon during  
 13 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 14 shingles would have been lower, in an amount to be determined at trial.

15 282. Under Oregon law, indirect purchasers have standing under the antitrust  
 16 provisions of the Oregon Revised Statutes to maintain an action based on the facts alleged in this  
 17 Complaint. Or. Rev. Stat. § 646.780(1)(a).

18 283. Defendants contracted, combined, or conspired in restraint of trade or commerce  
 19 of cedar shakes and shingles, and monopolized or attempted to monopolize the trade or  
 20 commerce of cedar shakes and shingles, in violation of Or. Rev. Stat. § 646.705, *et seq.*

21 284. Plaintiff and members of the Oregon Class were injured with respect to purchases  
 22 of cedar shakes and shingles within the intrastate commerce of Oregon, or alternatively to  
 23 interstate commerce involving actual or threatened injury to persons located in Oregon, and are  
 24 entitled to all forms of relief, including actual damages, treble damages, reasonable attorney's  
 25 fees, expert witness fees and investigative costs, and injunctive relief.

26 **21. Violation of the Rhode Island Antitrust Act (R.I. Gen. Laws §§  
 27 6-36-1, *et seq.*) on behalf of the Rhode Island Class**

28 285. 223. Plaintiff incorporates and realleges, as though fully set forth herein, each and

1 every allegation set forth in the preceding paragraphs of this Complaint.

2 286. The Rhode Island Antitrust Act aims to promote the unhampered growth of  
 3 commerce and industry throughout Rhode Island by prohibiting unreasonable restraints of trade  
 4 and monopolistic practices that hamper, prevent or decrease competition. R.I. Gen. Laws § 6-36-  
 5 2(a)(2).

6 287. Plaintiff purchased cedar shakes and shingles within the State of Rhode Island  
 7 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 8 and shingles would have been lower, in an amount to be determined at trial.

9 288. Under the Rhode Island Antitrust Act, no later than January 1, 2011 (further  
 10 investigation and discovery may reveal an earlier date), indirect purchasers have standing to  
 11 maintain an action based on the facts alleged in this Complaint. R.I. Gen. Laws § 6-36-11(a). In  
 12 Rhode Island, the claims of the Plaintiff and the Class alleged herein run no later than January 1,  
 13 2011 (further investigation and discovery may reveal an earlier date) through the date that the  
 14 effects of Defendants' anticompetitive conduct cease.

16 289. Defendants contracted, combined and conspired in restraint of trade of cedar  
 17 shakes and shingles within the intrastate commerce of Rhode Island, and established, maintained  
 18 or used, or attempted to establish, maintain or use, a monopoly in the trade of cedar shakes and  
 19 shingles for the purpose of excluding competition or controlling, fixing or maintaining prices  
 20 within the intrastate commerce of Rhode Island, in violation of R.I. Gen. Laws § 6-36-1, *et seq.*

21 290. Plaintiff and members of the Rhode Island Class were injured with respect to  
 22 purchases of cedar shakes and shingles in Rhode Island and are entitled to all forms of relief,  
 23 including actual damages, treble damages, reasonable costs, reasonable attorney's fees, and  
 24 injunctive relief.

25 **22. Violation of the South Dakota Antitrust Statute (S.D. Codified  
 26 Laws §§ 37-1, *et seq.*) on behalf of the South Dakota Class**

27 291. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 28 every allegation set forth in the preceding paragraphs of this Complaint.

1       292. Chapter 37-1 of the South Dakota Codified Laws prohibits restraint of trade,  
 2 monopolies and discriminatory trade practices. S.D. Codified Laws §§ 37-1- 3.1, 3.2.

3       293. Plaintiff purchased cedar shakes and shingles within the State of South Dakota  
 4 during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes  
 5 and shingles would have been lower, in an amount to be determined at trial.

6       294. Under South Dakota law, indirect purchasers have standing under the antitrust  
 7 provisions of the South Dakota Codified Laws to maintain an action based on the facts alleged in  
 8 this Complaint. S.D. Codified Laws § 37-1-33.

9       295. Defendants contracted, combined or conspired in restraint of trade or commerce  
 10 of cedar shakes and shingles within the intrastate commerce of South Dakota, and monopolized  
 12 or attempted to monopolize trade or commerce of cedar shakes and shingles within the intrastate  
 13 commerce of South Dakota, in violation of S.D. Codified Laws § 37-1, *et seq.*

14       296. Plaintiff and members of the South Dakota Class were injured with respect to  
 15 purchases of cedar shakes and shingles in South Dakota and are entitled to all forms of relief,  
 16 including actual damages, treble damages, taxable costs, reasonable attorney's fees, and  
 17 injunctive or other equitable relief.

18                   **23. Violation of the Tennessee Trade Practices Act (Tenn. Code §§**  
 19                   **47-25-101, *et seq.*) on behalf of the Tennessee Class**

20       297. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 21 every allegation set forth in the preceding paragraphs of this Complaint.

22       298. The Tennessee Trade Practices Act generally governs commerce and trade in  
 23 Tennessee, and it prohibits, *inter alia*, all arrangements, contracts, agreements, or combinations  
 24 between persons or corporations made with a view to lessen, or which tend to lessen, full and  
 25 free competition in goods in Tennessee. All such arrangements, contracts, agreements, or  
 26 combinations between persons or corporations designed, or which tend, to increase the prices of  
 27 any such goods, are against public policy, unlawful, and void. Tenn. Code, § 47-25-101.

28       299. Defendants competed unfairly and colluded by meeting to fix prices, divide

1 markets, and otherwise restrain trade as set forth herein, in violation of Tenn. Code, § 47-25-101,  
 2 *et seq.*

3 300. Defendant's conduct violated the Tennessee Trade Practice Act because it was an  
 4 arrangement, contract, agreement, or combination to lessen full and free competition in goods in  
 5 Tennessee, and because it tended to increase the prices of goods in Tennessee. Specifically,  
 6 Defendants' combination or conspiracy had the following effects: (1) price competition for cedar  
 7 shakes and shingles was restrained, suppressed, and eliminated throughout Tennessee; (2) prices  
 8 for cedar shakes and shingles were raised, fixed, maintained and stabilized at artificially high  
 9 levels throughout Tennessee; (3) Plaintiff and the Tennessee Class were deprived of free and  
 10 open competition; and (4) Plaintiff and the Tennessee Class paid supra-competitive, artificially  
 11 inflated prices for cedar shakes and shingles.

13 301. During the Class Period, Defendants' illegal conduct had a substantial effect on  
 14 Tennessee commerce as cedar shakes and shingles were sold in Tennessee.

15 302. Plaintiff and the Tennessee Class purchased cedar shakes and shingles within the  
 16 State of Tennessee during the Class Period. But for Defendants' conduct set forth herein, the  
 17 price of cedar shakes and shingles would have been lower, in an amount to be determined at trial.  
 18 As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and the Tennessee  
 19 Class have been injured in their business and property and are threatened with further injury

20 303. Under Tennessee law, indirect purchasers (such as Plaintiff and the Tennessee  
 21 Class) have standing under the Tennessee Trade Practice Acts to maintain an action based on the  
 22 facts alleged in this Complaint.

23 304. Plaintiff and members of the Tennessee Class were injured with respect to  
 24 purchases of cedar shakes and shingles in Tennessee and are entitled to all forms of relief  
 25 available under the law, including return of the unlawful overcharges that they paid on their  
 26 purchases, damages, equitable relief, and reasonable attorney's fees.

**24. Violation of the Utah Antitrust Act (Utah Code Ann. § 76-10-3101, *et seq.*) on behalf of the Utah Class**

305. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

306. The Utah Antitrust Act aims to “encourage free and open competition in the interest of the general welfare and economy of this state by prohibiting monopolistic and unfair trade practices, combinations and conspiracies in restraint of trade or commerce . . . .” Utah Code Ann. § 76-10-3102.

307. Plaintiff purchased cedar shakes and shingles within the State of Utah during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and shingles would have been lower, in an amount to be determined at trial.

308. Under the Utah Antitrust Act, indirect purchasers who are either Utah residents or Utah citizens have standing to maintain an action based on the facts alleged in this Complaint. Utah Code Ann. § 76-10-3109(1)(a).

309. Defendants contracted, combined or conspired in restraint of trade or commerce of cedar shakes and shingles, and monopolized or attempted to monopolize trade or commerce of cedar shakes and shingles, in violation of Utah Code Ann. § 76-10-3101, *et seq.*

310. Plaintiff and members of the Utah Class who are either Utah residents or Utah citizens were injured with respect to purchases of cedar shakes and shingles in Utah and are entitled to all forms of relief, including actual damages, treble damages, costs of suit, reasonable attorney's fees, and injunctive relief.

**25. Violation of the West Virginia Antitrust Act (W. Va. Code § 47-18-1, *et seq.*) on behalf of the West Virginia Class**

311. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

312. The violations of federal antitrust law set forth above also constitute violations of section 47-18-1 of the West Virginia Code.

313. During the Class Period, Defendants and their co-conspirators engaged in a

1 continuing contract, combination or conspiracy in unreasonable restraint of trade and commerce  
 2 and other anticompetitive conduct alleged above in violation of W. Va. Code § 47-18-1, *et seq.*

3 314. Defendants' anticompetitive acts described above were knowing, willful and  
 4 constitute violations or flagrant violations of the West Virginia Antitrust Act.

5 315. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and  
 6 members of the West Virginia Class have been injured in their business and property in that they  
 7 paid more for cedar shakes and shingles than they otherwise would have paid in the absence of  
 8 Defendants' unlawful conduct. As a result of Defendants' violation of Section 47-18-3 of the  
 9 West Virginia Antitrust Act, Plaintiff and members of the West Virginia Class seek treble  
 10 damages and their cost of suit, including reasonable attorney's fees, pursuant to section 47-18-9  
 12 of the West Virginia Code.

13 **26. Violation of the Wisconsin Antitrust Act (Wis. Stat. §§ 133.01,  
 14 *et seq.*) on behalf of the Wisconsin Class**

15 316. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 16 every allegation set forth in the preceding paragraphs of this Complaint.

17 317. Chapter 133 of the Wisconsin Statutes governs trust and monopolies, with the  
 18 intent "to safeguard the public against the creation or perpetuation of monopolies and to foster  
 19 and encourage competition by prohibiting unfair and discriminatory business practices which  
 20 destroy or hamper competition." Wis. Stat. § 133.01.

21 318. Plaintiff purchased cedar shakes and shingles within the State of Wisconsin during  
 22 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and  
 23 shingles would have been lower, in an amount to be determined at trial.

24 319. Under Wisconsin law, indirect purchasers have standing under the antitrust  
 25 provisions of the Wisconsin Statutes to maintain an action based on the facts alleged in this  
 26 Complaint. Wis. Stat. 133.18(a).

27 320. Defendants contracted, combined or conspired in restraint of trade or commerce  
 28 of cedar shakes and shingles, and monopolized or attempted to monopolize the trade or

1 commerce of cedar shakes and shingles, with the intention of injuring or destroying competition  
 2 therein, in violation of Wis. Stat. § 133.01, *et seq.*

3 321. Plaintiff and members of the Wisconsin Class were injured with respect to  
 4 purchases of cedar shakes and shingles in Wisconsin in that the actions alleged herein  
 5 substantially affected the people of Wisconsin, with many in Wisconsin paying substantially  
 6 higher prices for Defendants' cedar shakes and shingles in Wisconsin.

7 322. Accordingly, Plaintiff and members of the Wisconsin Class are entitled to all  
 8 forms of relief, including actual damages, treble damages, costs and reasonable attorney's fees,  
 9 and injunctive relief.

10 323. Defendants' and their co-conspirators' anticompetitive activities have directly,  
 12 foreseeably, and proximately caused injury to Plaintiff and members of the Classes in the United  
 13 States. Their injuries consist of: (1) being denied the opportunity to purchase lower-priced cedar  
 14 shakes and shingles from Defendants, and (2) paying higher prices for Defendants' cedar shakes  
 15 and shingles than they would have in the absence of Defendants' conduct. These injuries are of  
 16 the type of the laws of the above States were designed to prevent, and flow from that which  
 17 makes Defendants' conduct unlawful.

18 324. Defendants are jointly and severally liable for all damages suffered by Plaintiff  
 19 and members of the Classes.

20 **C. Violations of State Consumer Protection Law**

21 **1. Violation of Alaska Statute § 45.50.471, *et seq.*, on behalf of the**  
 22 **Alaska Class**

23 325. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 24 every allegation set forth in the preceding paragraphs of this Complaint.

25 326. Defendants have engaged in unfair competition or unfair, unconscionable, or  
 26 deceptive acts or practices in violation of Alaska Statute § 45.50.471, *et seq.*

27 327. Defendants knowingly agreed to, and did in fact, act in restraint of trade or  
 28 commerce by affecting, fixing, controlling, and/or maintaining at non-competitive and artificially

1 inflated levels, the prices at which cedar shakes and shingles were sold, distributed, or obtained  
 2 in Alaska and took efforts to conceal their agreements from Plaintiff and members of the Class.

3 328. The aforementioned conduct on the part of Defendants constituted  
 4 “unconscionable” and “deceptive” acts or practices in violation of Alaska law.

5 329. Defendants’ unlawful conduct had the following effects: (1) cedar shakes and  
 6 shingles price competition was restrained, suppressed, and eliminated throughout Alaska; (2)  
 7 cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high  
 8 levels throughout Alaska; (3) Plaintiff and members of the Alaska Class were deprived of free  
 9 and open competition; and (4) Plaintiff and members of the Alaska Class paid supra-competitive,  
 10 artificially inflated prices for cedar shakes and shingles.

12 330. During the Class Period, Defendants’ illegal conduct substantially affected Alaska  
 13 commerce and consumers.

14 331. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff and  
 15 members of the Alaska Class have been injured and are threatened with further injury.

16 332. Defendants have engaged in unfair competition or unfair or deceptive acts or  
 17 practices in violation of Alaska Stat. § 45.50.471, *et seq.*, and, accordingly, Plaintiff and  
 18 members of the Alaska Class seek all relief available under that statute.

19 **2. Violation of the Colorado Consumer Protection Act (Colo. Rev.  
 20 Stat. §§ 6-1-101, *et seq.*) on behalf of the Colorado Class**

21 333. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 22 every allegation set forth in the preceding paragraphs of this Complaint.

23 334. Defendants have engaged in unfair competition or unfair, unconscionable, or  
 24 deceptive acts or practices in violation of Colorado Consumer Protection Act, Colorado Rev.  
 25 Stat. § 6-1-101, *et seq.*

26 335. Defendants engaged in an unfair and deceptive trade practices during the course  
 27 of their business dealings, which significantly impacted Plaintiff as an actual or potential  
 28 consumers of the Defendants’ goods and which caused Plaintiff to suffer injury.

1       336. Defendants took efforts to conceal their agreements from Plaintiff. Defendants' unlawful conduct had the following effects: (1) cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Colorado; (2) cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Colorado; (3) Plaintiff and members of the Colorado Class were deprived of free and open competition; and (4) Plaintiff and members of the Colorado Class paid supracompetitive, artificially inflated prices for cedar shakes and shingles.

8       337. During the Class Period, Defendants' illegal conduct substantially affected Colorado commerce and consumers.

10       338. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and members of the Colorado Class have been injured and are threatened with further injury.

13       339. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Colorado Rev. Stat. § 6-1-101, *et seq.*, and, accordingly, Plaintiff and members of the Colorado Class seek all relief available under that statute and as equity demands.

16       **3. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) ("UCL") on behalf of the California Class**

18       340. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

20       341. The violations of federal antitrust law set forth above also constitute violations of section 17200, *et seq.* of California Business and Professions Code.

22       342. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the UCL by engaging in the acts and practices specified above.

25       343. This claim is instituted pursuant to sections 17203 and 17204 of California Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged herein, that violated the UCL.

28       344. The Defendants' conduct as alleged herein violated the UCL. The acts, omissions,

1 misrepresentations, practices and non-disclosures of Defendants, as alleged herein, constituted a  
 2 common, continuous, and continuing course of conduct of unfair competition by means of unfair,  
 3 unlawful, and/or fraudulent business acts or practices within the meaning of the UCL, including,  
 4 but not limited to, the violations of section 16720, *et seq.*, of California Business and Professions  
 5 Code, set forth above.

6 345. Defendants' acts, omissions, misrepresentations, practices, and non- disclosures,  
 7 as described above, whether or not in violation of section 16720, *et seq.*, of California Business  
 8 and Professions Code, and whether or not concerted or independent acts, are otherwise unfair,  
 9 unconscionable, unlawful or fraudulent.

10 346. Plaintiff and members of the California Class are entitled to full restitution and/or  
 12 disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been  
 13 obtained by Defendants as a result of such business acts or practices.

14 347. The illegal conduct alleged herein is continuing and there is no indication that  
 15 Defendants will not continue such activity into the future.

16 348. The unlawful and unfair business practices of Defendants, and each of them, as  
 17 described above, have caused and continue to cause Plaintiff and the members of the California  
 18 Class to pay supra-competitive and artificially-inflated prices for cedar shakes and shingles sold  
 19 in the State of California. Plaintiff and the members of the California Class suffered injury in fact  
 20 and lost money or property as a result of such unfair competition.

21 349. As alleged in this Complaint, Defendants and their co-conspirators have been  
 22 unjustly enriched as a result of their wrongful conduct and by Defendants' unfair competition.  
 23 Plaintiff and the members of the California Class are accordingly entitled to equitable relief  
 24 including restitution and/or disgorgement of all revenues, earnings, profits, compensation, and  
 25 benefits that may have been obtained by Defendants as a result of such business practices,  
 26 pursuant to California Business and Professions Code sections 17203 and 17204.

27

28

**4. Violation of Delaware's Consumer Fraud Act (6 Del. Code §§ 2511, *et seq.*) on behalf of the Delaware Class**

350. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

351. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the Delaware Consumer Fraud Act, 6 Del. Code §2511, *et seq.*

352. Defendants agreed to, and did in fact, act in restraint of trade or commerce in Delaware, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which cedar shakes and shingles were sold, distributed, or obtained in Delaware.

353. Defendants deliberately failed to disclose material facts to Plaintiff and members of the Delaware Class concerning Defendants' unlawful activities and artificially inflated prices for cedar shakes and shingles.

354. Defendants misrepresented to all purchasers during the Class Period that Defendants' cedar shakes and shingles prices were competitive and fair. Defendants' unlawful conduct had the following effects: (1) cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Delaware; (2) cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Delaware; (3) Plaintiff and members of the Delaware Class were deprived of free and open competition; and (4) Plaintiff and members of the Delaware Class paid supracompetitive, artificially inflated prices for cedar shakes and shingles.

355. During the Class Period, Defendants' illegal conduct had a substantial effect on Delaware commerce and consumers.

356. As a direct and proximate result of Defendants' violations of law, Plaintiff and members of the Delaware Class suffered an ascertainable loss of money or property as a result of Defendants' use or employment of unconscionable and deceptive commercial practices as set forth above. That loss was caused by Defendants' willful and deceptive conduct, as described

1 herein.

2 357. Defendants' deception, including their affirmative misrepresentations and  
 3 omissions concerning the price of cedar shakes and shingles, likely misled all purchasers acting  
 4 reasonably under the circumstances to believe that they were purchasing cedar shakes and  
 5 shingles at prices set by a free and fair market.

6 358. Defendants' misleading conduct and unconscionable activities constitute  
 7 violations of 6 Del. Code § 2511, *et seq.*, and, accordingly, Plaintiff and members of the  
 8 Delaware Class seek all relief available under that statute.

9 **5. Violation of the District of Columbia Consumer Protection  
 10 Procedures Act (D.C. Code § 28-3901, *et seq.*) on behalf of the  
 District of Columbia Class**

12 359. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 13 every allegation set forth in the preceding paragraphs of this Complaint.

14 360. Plaintiff and members of the District of Columbia Class purchased cedar shakes  
 15 and shingles for personal, family, or household purposes.

16 361. By reason of the conduct alleged herein, Defendants have violated D.C. Code §  
 17 28-3901, *et seq.*

18 362. Defendants are "merchants" within the meaning of D.C. Code § 28- 3901(a)(3).

19 363. Defendants entered into a contract, combination, or conspiracy between two or  
 20 more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
 21 shingles market, a substantial part of which occurred within the District of Columbia.

22 364. Defendant established, maintained, or used a monopoly, or attempted to establish  
 23 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
 24 within the District of Columbia, for the purpose of excluding competition or controlling, fixing,  
 25 or maintaining prices in the cedar shakes and shingles market.

26 365. Defendants' conduct was an unfair method of competition, and an unfair or  
 27 deceptive act or practice within the conduct of commerce within the District of Columbia.

28 366. Defendants' unlawful conduct substantially affected the District of Columbia's

1 trade and commerce.

2 367. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff and  
 3 members of the District of Columbia Class have been injured in their business or property and  
 4 are threatened with further injury.

5 368. By reason of the foregoing, Plaintiff and members of the District of Columbia  
 6 Class are entitled to seek all forms of relief, including treble damages or \$1500 per violation  
 7 (whichever is greater) plus punitive damages, reasonable attorney's fees and costs under D.C.  
 8 Code § 28-3901, *et seq.*

9 **6. Violation of the Florida Deceptive and Unfair Trade Practices  
 10 Act (Fla. Stat. § 501.201(2), *et seq.*) on behalf of the Florida  
 Class**

12 369. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 13 every allegation set forth in the preceding paragraphs of this Complaint.

14 370. The Florida Deceptive & Unfair Trade Practices Act, Florida Stat. §§ 501.201, *et*  
 15 *seq.* (the "FDUTPA"), generally prohibits "unfair methods of competition, unconscionable acts  
 16 or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce,"  
 17 including practices in restraint of trade. Florida Stat. § 501.204(1).

18 371. The primary policy of the FDUTPA is "[t]o protect the consuming public and  
 19 legitimate business enterprises from those who engage in unfair methods of competition, or  
 20 unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce."  
 21 Florida Stat. § 501.202(2).

22 372. A claim for damages under the FDUTPA has three elements: (1) a prohibited  
 23 practice; (2) causation; and (3) actual damages.

24 373. Under Florida law, indirect purchasers have standing to maintain an action under  
 25 the FDUTPA based on the facts alleged in this Complaint. Fla. Stat. § 501.211(a) ("anyone  
 26 aggrieved by a violation of this [statute] may bring an action . . .").

27 374. Plaintiff purchased cedar shakes and shingles within the State of Florida during  
 28 the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and

1 shingles would have been lower, in an amount to be determined at trial.

2 375. Defendants entered into a contract, combination or conspiracy between two or  
3 more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
4 shingles market, a substantial part of which occurred within Florida.

5 376. Defendants established, maintained or used a monopoly, or attempted to establish  
6 a monopoly, of trade or commerce in the market for cedar shakes and shingles, for the purpose of  
7 excluding competition or controlling, fixing or maintaining prices in Florida at a level higher  
8 than the competitive market level, beginning at least as early as 2008 and continuing through the  
9 date of this filing.

10 377. Accordingly, Defendants' conduct was an unfair method of competition, and an  
12 unfair or deceptive act or practice within the conduct of commerce within the State of Florida.

13 378. Defendants' unlawful conduct substantially affected Florida's trade and  
14 commerce.

15 379. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff and  
16 the members of the Florida Class have been injured in their business or property by virtue of  
17 overcharges for cedar shakes and shingles and are threatened with further injury.

18 380. By reason of the foregoing, Plaintiff and the members of the Florida Class is  
19 entitled to seek all forms of relief, including injunctive relief pursuant to Florida Stat. §501.208  
20 and declaratory judgment, actual damages, reasonable attorney's fees and costs pursuant to  
21 Florida Stat. § 501.211.

22 **7. Violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et*  
23 *seq.*, on behalf of the Hawaii Class**

24 381. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
25 every allegation set forth in the preceding paragraphs of this Complaint.

26 382. Defendants have engaged in unfair competition or unfair, unconscionable, or  
27 deceptive acts or practices in violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et*  
28 *seq.*

1       383. Defendants' unlawful conduct had the following effects: (1) cedar shakes and  
 2 shingles price competition was restrained, suppressed, and eliminated throughout Hawaii; (2)  
 3 cedar shakes and shingles prices were, fixed, maintained, and stabilized at artificially high levels  
 4 throughout Hawaii; (3) Plaintiff and members of the Hawaii Class were deprived of free and  
 5 open competition; and (4) Plaintiff and members of the Hawaii Class paid suprareactive,  
 6 artificially inflated prices for cedar shakes and shingles.

7       384. During the Class Period, Defendants' illegal conduct substantially affected Hawaii  
 8 commerce and consumers.

9       385. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and  
 10 members of the Damages Class have been injured and are threatened with further injury.

12                   **8. Violation of the Illinois Consumer Fraud and Deceptive  
 13 Business Practices Act (Ill. Comp. Stat. Ann. 815 Ill. Comp.  
 14 Stat. Ann. 505/10a, *et seq.*) on behalf of the Illinois Class**

15       386. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 16 every allegation set forth in the preceding paragraphs of this Complaint.

17       387. By reason of the conduct alleged herein, Defendants have violated 740 Ill. Comp.  
 18 Stat. Ann. 10/3(1), *et seq.*

19       388. Defendants entered into a contract, combination, or conspiracy between two or  
 20 more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
 shingles market, a substantial part of which occurred within Illinois.

21       389. Defendants established, maintained, or used a monopoly, or attempted to establish  
 22 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
 23 within Illinois, for the purpose of excluding competition or controlling, fixing, or maintaining  
 24 prices in the cedar shakes and shingles market.

25       390. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
 26 of commerce within the State of Illinois.

27       391. Defendants' conduct misled consumers, withheld material facts, and resulted in  
 28 material misrepresentations to Plaintiff and members of the Classes.

392. Defendants' unlawful conduct substantially affected Illinois's trade and commerce.

393. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and members of the Illinois Class were actually deceived and have been injured in their business or property and are threatened with further injury.

394. By reason of the foregoing, Plaintiff and members of the Illinois Class are entitled to seek all forms of relief, including actual damages or any other relief the Court deems proper under 815 Ill. Comp. Stat. Ann. 505/10a, *et seq.*

9. Violation of the Massachusetts Consumer Protection Act (Mass. Gen. Laws Ch. 93A § 1, *et seq.*) on behalf of the Massachusetts Class

395. 335. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

396. By reason of the conduct alleged herein, Defendants have violated the Massachusetts Consumer Protection Act, Mass. Gen. Laws Ch. 93A § 2, *et seq.*

397. Plaintiff purchased cedar shakes and shingles within the State of Massachusetts during the Class Period. But for Defendants' conduct set forth herein, the price of cedar shakes and shingles would have been lower, in an amount to be determined at trial.

398. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within Massachusetts.

399. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the market for cedar shakes and shingles, a substantial part of which occurred within Massachusetts, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the cedar shakes and shingles market.

400. Defendants' conduct was an unfair method of competition, and an unfair or deceptive act or practice within the conduct of commerce within the State of Massachusetts.

401. Defendants' unlawful conduct substantially affected Massachusetts' trade and

1 commerce.

2 402. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
3 and the members of the Massachusetts Class have been injured in their business or property and  
4 are threatened with further injury.

5 403. By reason of the foregoing, the Plaintiff and the Massachusetts Class are entitled  
6 to seek all forms of relief, including up to treble damages and reasonable attorney's fees and  
7 costs under Mass. Gen. Laws Ch. 93A § 9.

8 404. Certain of the Defendants have been served with a demand letter or, upon  
9 information and belief, such service of a demand letter was unnecessary due to the defendant not  
10 maintaining a place of business within the Commonwealth of Massachusetts or not keeping  
12 assets within the Commonwealth. Mass. Gen. Laws Ch. 93A § 2.

13 **10. Violation of the Michigan Consumer Protection Act (Mich.  
14 Comp. Laws Ann. §§ 445.901, *et seq.*) on behalf of the  
Michigan Class**

15 405. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
16 every allegation set forth in the preceding paragraphs of this Complaint.

17 406. By reason of the conduct alleged herein, Defendants have violated Mich. Comp.  
18 Laws Ann. § 445.901, *et seq.*

19 407. Defendants have entered into a contract, combination, or conspiracy between two  
20 or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
21 shingles market, a substantial part of which occurred within Michigan.

22 408. Defendants established, maintained, or used a monopoly, or attempted to establish  
23 a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of  
24 excluding or limiting competition or controlling or maintaining prices, a substantial part of which  
25 occurred within Michigan.

26 409. Defendants' conduct was conducted with the intent to deceive Michigan  
27 consumers regarding the nature of Defendants' actions within the stream of Michigan commerce.

28 410. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct

1 of commerce within the State of Michigan.

2 411. Defendants' conduct misled consumers, withheld material facts, and took  
3 advantage of Plaintiff and members-of-the-Classes' inability to protect themselves.

4 412. Defendants' unlawful conduct substantially affected Michigan's trade and  
5 commerce.

6 413. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
7 and members of the Michigan Class have been injured in their business or property and are  
8 threatened with further injury.

9 414. By reason of the foregoing, the Plaintiff and the Michigan Class are entitled to  
10 seek all forms of relief available under Mich. Comp. Laws Ann. § 445.911.

12 **11. Violation of the Minnesota Consumer Fraud Act (Minn. Stat. §  
13 235F.68, *et seq.*) on behalf of the Minnesota Class**

14 415. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
15 every allegation set forth in the preceding paragraphs of this Complaint.

16 416. By reason of the conduct alleged herein, Defendants have violated Minn. Stat. §  
17 325F.68, *et seq.*

18 417. Defendants engaged in a deceptive trade practice with the intent to injure  
19 competitors and consumers through supra-competitive profits.

20 418. Defendants established, maintained, or used a monopoly, or attempted to establish  
21 a monopoly, of trade or commerce in the cedar shakes and shingles market, a substantial part of  
22 which occurred within Minnesota, for the purpose of controlling, fixing, or maintaining prices in  
23 the cedar shakes and shingles market.

24 419. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
25 of commerce within the State of Minnesota.

26 420. Defendants' conduct, specifically in the form of fraudulent concealment of their  
27 horizontal agreement, created a fraudulent or deceptive act or practice committed by a supplier in  
28 connection with a consumer transaction.

1           421. Defendants' unlawful conduct substantially affected Minnesota's trade and  
2 commerce.

3           422. Defendants' conduct was willful.

4           423. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
5 and the members of the Minnesota Class have been injured in their business or property and are  
6 threatened with further injury.

7           424. By reason of the foregoing, the Plaintiff and the members of the Minnesota Class  
8 are entitled to seek all forms of relief, including damages, reasonable attorney's fees and costs  
9 under Minn. Stat. § 325F.68, *et seq.* and applicable case law.

10           **12. Violation of the Montana Unfair Trade Practices and  
12 Consumer Protection Act of 1970 (Mont. Code §§ 30-14-103, *et  
seq.*) on behalf of the Montana Class**

13           425. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
14 every allegation set forth in the preceding paragraphs of this Complaint.

15           426. Defendants have engaged in unfair competition or unfair, unconscionable, or  
16 deceptive acts or practices in violation of the Montana Unfair Trade Practices and Consumer  
17 Protection Act of 1970, Mont. Code, §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et. seq.*

18           427. Defendants' unlawful conduct had the following effects: (1) cedar shakes and  
19 shingles price competition was restrained, suppressed, and eliminated throughout Montana; (2)  
20 cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high  
21 levels throughout Montana; (3) Plaintiff and members of the Montana Class were deprived of  
22 free and open competition; and (4) Plaintiff and members of the Montana Class paid  
23 supracompetitive, artificially inflated prices for cedar shakes and shingles.

24           428. During the Class Period, defendants' illegal conduct substantially affected  
25 Montana commerce and consumers.

26           429. As a direct and proximate result of defendants' unlawful conduct, Plaintiff and  
27 members of the Damages Class have been injured and are threatened with further injury.  
28 Defendants have engaged in unfair competition or unfair or deceptive acts or practices in

1 violation of Mont. Code, §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et seq.*, and, accordingly,

2 430. Plaintiff and members of the Montana Class seek all relief available under that  
3 statute.

4 **13. Violation of the Nebraska Consumer Protection Act (Neb. Rev.  
5 Stat. § 59-1602) on behalf of the Nebraska Class**

6 431. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
7 every allegation set forth in the preceding paragraphs of this Complaint.

8 432. By reason of the conduct alleged herein, Defendants have violated Neb. Rev. Stat.  
9 § 59-1602, *et seq.*

10 433. Defendants have entered into a contract, combination, or conspiracy between two  
11 or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
12 shingles market, a substantial part of which occurred within Nebraska.

13 434. Defendants established, maintained, or used a monopoly, or attempted to establish  
14 a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of  
15 excluding or limiting competition or controlling or maintaining prices, a substantial part of which  
16 occurred within Nebraska.

17 435. Defendants' conduct was conducted with the intent to deceive Nebraska  
18 consumers regarding the nature of Defendants' actions within the stream of Nebraska commerce.

19 436. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
20 of commerce within the State of Nebraska.

21 437. Defendants' conduct misled consumers, withheld material facts, and had a direct  
22 or indirect impact upon the ability of Plaintiff and the other members of the Classes to protect  
23 themselves.

24 438. Defendants' unlawful conduct substantially affected Nebraska's trade and  
25 commerce.

26 439. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
27 and the members of the Nebraska Class have been injured in their business or property and are  
28

1 threatened with further injury.

2 440. By reason of the foregoing, Plaintiff and members of the Nebraska Class are  
 3 entitled to seek all forms of relief available under Neb. Rev. Stat. § 59- 1614.

4 **14. Violation of the Nevada Deceptive Trade Practices Act (Nev.  
 5 Rev. Stat § 598.0903, *et seq.*) on behalf of the Nevada Class**

6 441. 380. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 7 every allegation set forth in the preceding paragraphs of this Complaint.

8 442. By reason of the conduct alleged herein, Defendants have violated Nev. Rev. Stat.  
 9 § 598.0903, *et seq.*

10 443. Defendants engaged in a deceptive trade practice with the intent to injure  
 11 competitors and to substantially lessen competition.

12 444. Defendants established, maintained, or used a monopoly, or attempted to establish  
 13 a monopoly, of trade or commerce in the cedar shakes and shingles market, a substantial part of  
 14 which occurred within Nevada, for the purpose of excluding competition or controlling, fixing,  
 15 or maintaining prices in the cedar shakes and shingles market.

16 445. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
 17 of commerce within the State of Nevada.

18 446. Defendants' conduct amounted to a fraudulent act or practice committed by a  
 19 supplier in connection with a consumer transaction.

20 447. Defendants' unlawful conduct substantially affected Nevada's trade and  
 21 commerce.

22 448. Defendants' conduct was willful.

23 449. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
 24 the Nevada Class have been injured in their business or property and are threatened with further  
 25 injury.

26 450. By reason of the foregoing, the Nevada Class is entitled to seek all forms of relief,  
 27 including damages, reasonable attorney's fees and costs, and a civil penalty of up to \$5,000 per  
 28

1 violation under Nev. Rev. Stat. § 598.0993.

2           **15. Violation of the New Hampshire Consumer Protection Act**  
3           **(N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*) on behalf of**  
4           **the New Hampshire Class**

5           451. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
6 every allegation set forth in the preceding paragraphs of this Complaint.

7           452. By reason of the conduct alleged herein, Defendants have violated N.H. Rev. Stat.  
8 Ann. tit. XXXI, § 358-A, *et seq.*

9           453. Defendants have entered into a contract, combination, or conspiracy between two  
10 or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
11 shingles market, a substantial part of which occurred within New Hampshire.

12           454. Defendants established, maintained, or used a monopoly, or attempted to establish  
13 a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of  
14 excluding or limiting competition or controlling or maintaining prices, a substantial part of which  
15 occurred within New Hampshire.

16           455. Defendants' conduct was conducted with the intent to deceive New Hampshire  
17 consumers regarding the nature of Defendants' actions within the stream of New Hampshire  
18 commerce.

19           456. Defendants' conduct was unfair or deceptive within the conduct of commerce  
20 within the State of New Hampshire.

21           457. Defendants' conduct was willful and knowing.

22           458. Defendants' conduct misled consumers, withheld material facts, and had a direct  
23 or indirect impact upon Plaintiff and members-of-the-Classes' ability to protect themselves.

24           **16. Violation of the New Mexico Unfair Practices Act (N.M. Stat.**  
25           **Ann. §§ 57-12-3, *et seq.*) on behalf of the New Mexico Class**

26           459. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
27 every allegation set forth in the preceding paragraphs of this Complaint.

28           460. By reason of the conduct alleged herein, Defendants have violated N.M. Stat.

1 Ann. §§ 57-12-3, *et seq.*

2 461. Defendants entered into a contract, combination, or conspiracy between two or  
3 more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
4 shingles market, a substantial part of which occurred within New Mexico.

5 462. Defendants established, maintained, or used a monopoly, or attempted to establish  
6 a monopoly, of trade or commerce in the Relevant market, a substantial part of which occurred  
7 within New Mexico, for the purpose of excluding competition or controlling, fixing, or  
8 maintaining prices in the cedar shakes and shingles market.

9 463. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
10 of commerce within the State of New Mexico.

12 464. Defendants' conduct misled consumers, withheld material facts, and resulted in  
13 material misrepresentations to Plaintiff and members of the Class.

14 465. Defendants' unlawful conduct substantially affected New Mexico's trade and  
15 commerce.

16 466. Defendants' conduct constituted "unconscionable trade practices" in that such  
17 conduct, *inter alia*, resulted in a gross disparity between the value received by the New Mexico  
18 class members and the price paid by them for cedar shakes and shingles as set forth in N.M. Stat.  
19 Ann. § 57-12-2E.

20 467. Defendants' conduct was willful.

21 468. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
22 and the members of the New Mexico Class have been injured in their business or property and  
23 are threatened with further injury.

24 469. By reason of the foregoing, Plaintiff and members of the New Mexico Class are  
25 entitled to seek all forms of relief, including actual damages or up to \$300 per violation,  
26 whichever is greater, plus reasonable attorney's fees under N.M. Stat. Ann. §§ 57-12-10.

17. Violation of the North Carolina Unfair Trade and Business Practices Act (N.C. Gen. Stat. § 75-1.1, *et seq.*) on behalf of the North Carolina Class

470. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

471. By reason of the conduct alleged herein, Defendants have violated N.C. Gen. Stat. § 75-1.1, *et seq.*

472. Defendants entered into a contract, combination, or conspiracy in restraint of, or to monopolize, trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within North Carolina.

473. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of North Carolina.

474. Defendants' trade practices are and have been immoral, unethical, unscrupulous, and substantially injurious to consumers.

475. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to Plaintiff and members of the Class.

476. Defendants' unlawful conduct substantially affected North Carolina's trade and commerce.

477. Defendants' conduct constitutes consumer-oriented deceptive acts or practices within the meaning of North Carolina law, which resulted in consumer injury and broad adverse impact on the public at large, and harmed the public interest of North Carolina consumers in an honest marketplace in which economic activity is conducted in a competitive manner.

478. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and the members of the North Carolina Class have been injured in their business or property and are threatened with further injury.

479. By reason of the foregoing, the Plaintiff and the members of the North Carolina Class are entitled to seek all forms of relief, including treble damages under N.C. Gen. Stat. § 75-16.

18. **Violation of the North Dakota Unfair Trade Practices Law (N.D. Cent. Code § 51-10-01, *et seq.*) on behalf of the North Dakota Class**

480. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

481. By reason of the conduct alleged herein, Defendants have violated N.D. Cent. Code § 51-10-01, *et seq.*

482. Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

483. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within North Dakota, for the purpose of controlling, fixing, or maintaining prices in the cedar shakes and shingles market.

484. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of North Dakota.

485. Defendants' conduct amounted to a fraudulent or deceptive act or practice committed by a supplier in connection with a consumer transaction.

486. Defendants' unlawful conduct substantially affected North Dakota's trade and commerce

487 Defendants' conduct was willful.

488. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and the members of the North Dakota Class have been injured in their business or property and are threatened with further injury.

489. By reason of the foregoing, the Plaintiff and the members of the North Dakota Class are entitled to seek all forms of relief, including damages and injunctive relief under N.D. Cent. Code § 51-10-06.

**19. Violation of the Oregon Unlawful Trade Practices Act (Or. Rev. Stat. § 646.608, *et seq.*) on behalf of the Oregon Class**

490. Plaintiff incorporates and realleges, as though fully set forth herein, each and

1 every allegation set forth in the preceding paragraphs of this Complaint.

2 491. By reason of the conduct alleged herein, Defendants have violated Or. Rev. Stat. §  
3 646.608, *et seq.*

4 492. Defendants have entered into a contract, combination, or conspiracy between two  
5 or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
6 shingles market, a substantial part of which occurred within Oregon.

7 493. Defendants established, maintained, or used a monopoly, or attempted to establish  
8 a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of  
9 excluding or limiting competition or controlling or maintaining prices, a substantial part of which  
10 occurred within Oregon.

12 494. Defendants' conduct was conducted with the intent to deceive Oregon consumers  
13 regarding the nature of Defendants' actions within the stream of Oregon commerce.

14 495. Defendants' conduct was unfair or deceptive within the conduct of commerce  
15 within the State of Oregon.

16 496. Defendants' conduct misled consumers, withheld material facts, and had a direct  
17 or indirect impact upon Plaintiff' and members-of-the-Classes' ability to protect themselves.

18 497. Defendants' unlawful conduct substantially affected Oregon's trade and  
19 commerce.

20 498. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
21 and the members of the Oregon Class have been injured in their business or property and are  
22 threatened with further injury.

23 499. By reason of the foregoing, the Plaintiff and the members of the Oregon Class are  
24 entitled to seek all forms of relief available under Or. Rev. Stat. § 646.638.

25 500. Pursuant to section 646.638 of the Oregon Unlawful Trade Practices Act, with the  
26 filing of this action, a copy of this Complaint is being served upon the Attorney General of  
27 Oregon.

20. **Violation of the Rhode Island Deceptive Trade Practices Act (R.I. Gen. Laws § 6-13.1-1, *et seq.*) on behalf of the Rhode Island Class**

501. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

502. By reason of the conduct alleged herein, Defendants have violated R.I. Gen Laws § 6-13.1-1, *et seq.*

503. Defendants engaged in an unfair or deceptive act or practice with the intent to injure competitors and consumers through supra-competitive profits.

504. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within Rhode Island, for the purpose of controlling, fixing, or maintaining prices in the cedar shakes and shingles market.

505. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of Rhode Island.

506. Defendants' conduct amounted to an unfair or deceptive act or practice committed by a supplier in connection with a consumer transaction.

507. Defendants' unlawful conduct substantially affected Rhode Island's trade and commerce.

508. Defendants' conduct was willful.

509. Defendants deliberately failed to disclose material facts to Plaintiff and members of the Rhode Island Class concerning Defendants' unlawful activities, including the horizontal conspiracy and artificially-inflated prices for cedar shakes and shingles.

510. Defendants' deception, including its affirmative misrepresentations and/or omissions concerning the price of cedar shakes and shingles, constitutes information necessary to Plaintiff and members of the Rhode Island Class relating to the cost of cedar shakes and shingles purchased.

511. Plaintiff and members of the Rhode Island class purchased goods, namely cedar

shakes and shingles, primarily for personal, family, or household purposes.

512. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and the members of the Rhode Island Class have been injured in their business or property and are threatened with further injury.

513. By reason of the foregoing, Plaintiff and the members of the Rhode Island Class are entitled to seek all forms of relief, including actual damages or \$200 per violation, whichever is greater, and injunctive relief and punitive damages under R.I. Gen Laws § 6-13.1-5.2.

**21. Violation of South Carolina's Unfair Trade Practices Act (S.C. Code Ann. §§ 39-5-10) on behalf of the South Carolina Class**

514. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

515. By reason of the conduct alleged herein, Defendants have violated S.C. Code Ann. §§ 39-5-10.

516. Defendants have entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within Oregon.

517. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the cedar shakes and shingles market, for the purpose of excluding or limiting competition or controlling or maintaining prices, a substantial part of which occurred within South Carolina.

518. Defendants' conduct was conducted with the intent to deceive South Carolina consumers regarding the nature of Defendants' actions within the stream of South Carolina commerce.

519. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of South Carolina

520. Defendants' conduct misled consumers, withheld material facts, and had a direct or indirect impact upon Plaintiff' and members-of-the-Classes' ability to protect themselves.

1       521. Defendants' unlawful conduct substantially affected South Carolina trade and  
2 commerce.

3       522. Defendants' unlawful conduct substantially harmed the public interest of the State  
4 of South Carolina, as numerous citizens purchase cedar shakes and shingles for their homes and  
5 businesses.

6                   **22. Violation of South Dakota Deceptive Trade Practices and  
7 Consumer Protection Law (S.D. Codified Laws § 37-24-6) on  
behalf of the South Dakota Class**

8       523. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
9 every allegation set forth in the preceding paragraphs of this Complaint.

10       524. By reason of the conduct alleged herein, Defendants have violated S.D. Codified  
12 Laws § 37-24-6.

13       525. Defendants engaged in a deceptive trade practice with the intent to injure  
14 competitors and consumers through supra-competitive profits.

15       526. Defendants established, maintained, or used a monopoly, or attempted to establish  
16 a monopoly, of trade or commerce in the cedar shakes and shingles market, a substantial part of  
17 which occurred within South Dakota, for the purpose of controlling, fixing, or maintaining prices  
18 in the cedar shakes and shingles market.

19       527. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
20 of commerce within the State of South Dakota.

21       528. Defendants' conduct amounted to a fraudulent or deceptive act or practice  
22 committed by a supplier in connection with a consumer transaction.

23       529. Defendants' unlawful conduct substantially affected South Dakota's trade and  
24 commerce.

25       530. Defendants' conduct was willful.

26       531. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
27 and the members of the South Dakota Class have been injured in their business or property and  
28 are threatened with further injury.

532. By reason of the foregoing, Plaintiff and the members of the South Dakota Class are entitled to seek all forms of relief, including actual damages and injunctive relief under S.D. Codified Laws § 37-24-31.

**23. Violation of the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, *et seq.*) on behalf of the Utah Class**

533. 475. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

534. By reason of the conduct alleged herein, Defendants have violated Utah Code Ann. §§ 13-11-1, *et seq.*

535. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and shingles market, a substantial part of which occurred within Utah.

536. Defendants are suppliers within the meaning of Utah Code Ann. §§ 13-11-3.

537. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Relevant market, a substantial part of which occurred within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the cedar shakes and shingles market.

538. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Utah.

539. Defendants' conduct and/or practices were unconscionable and were undertaken in connection with consumer transactions.

<sup>540</sup> Defendants knew or had reason to know that their conduct was unconscionable.

541. Defendants' conduct misled consumers, withheld material facts, and resulted in material misrepresentations to Plaintiff and members of the Class.

<sup>542</sup> Defendants' unlawful conduct substantially affected Utah's trade and commerce.

543. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff and the members of the Utah Class have been injured in their business or property and are

1 threatened with further injury.

2 544. By reason of the foregoing, the Plaintiff and the members of the Utah Class are  
 3 entitled to seek all forms of relief, including declaratory judgment, injunctive relief, and ancillary  
 4 relief, pursuant to Utah Code Ann. §§ 13-11-19(5) and 13-11-20.

5 **24. Violation of the Utah Unfair Practices Act (Utah Code Ann. §§**  
**13-5-1, *et seq.*) on behalf of the Utah Class**

6 545. Plaintiff incorporates and realleges, as though fully set forth herein, each and  
 7 every allegation set forth in the preceding paragraphs of this Complaint.

8 546. By reason of the conduct alleged herein, Defendants have violated Utah Code  
 9 Ann. §§ 13-5-1, *et seq.*

10 547. Defendants entered into a contract, combination, or conspiracy between two or  
 11 more persons in restraint of, or to monopolize, trade or commerce in the cedar shakes and  
 12 shingles market, a substantial part of which occurred within Utah.

13 548. Defendants established, maintained, or used a monopoly, or attempted to establish  
 14 a monopoly, of trade or commerce in the Relevant market, a substantial part of which occurred  
 15 within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining  
 16 prices in the cedar shakes and shingles market.

17 549. Defendants' conduct caused or was intended to cause unfair methods of  
 18 competition within the State of Utah.

19 550. Defendants' unlawful conduct substantially affected Utah's trade and commerce.

20 551. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
 21 and the members of the Utah Class have been injured in their business or property and are  
 22 threatened with further injury.

23 552. By reason of the foregoing, the Plaintiff and the members of the Utah Class are  
 24 entitled to seek all forms of relief, including actual damages or \$2000 per Utah Class member,  
 25 whichever is greater, plus reasonable attorney's fees under Utah Code Ann. §§ 13-5-14, *et seq.*

**25. Violation of Vermont Stat. Ann. 9 § 2453, *et seq.* on behalf of the Vermont Class**

553. 495. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

554. Defendants have entered into an unlawful agreement in restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.*

555. Defendants' combination or conspiracy had the following effects: (1) cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Vermont; (2) cedar shakes and shingles prices were raised, fixed, maintained and stabilized at artificially high levels throughout Vermont; (3) Plaintiff and members of the Vermont Class were deprived of free and open competition; and (4) Plaintiff and members of the Vermont Class paid supracompetitive, artificially inflated prices for cedar shakes and shingles.

556. During the Class Period, Defendants' illegal conduct had a substantial effect on Vermont commerce.

557. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and members of the Vermont Class have been injured in their business and property and are threatened with further injury.

558. By reason of the foregoing, Defendants have entered into an agreement in restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.* Accordingly, Plaintiff and members of the Vermont Class seek all relief available under Vermont Stat. Ann. 9 § 2453, *et seq.*

**26. Violation of the Virginia Consumer Protection Act of 1997 Va. Code § 59.1-196, *et seq.*, on behalf of the Virginia Class**

559. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

560. Defendants have entered into an unlawful agreement in restraint of trade in violation of Virginia Consumer Protection Act of 1977, Va. Code § 59.1-196, *et seq.*

561. Defendants have engaged in unfair competition or unfair, unconscionable, or

1 deceptive acts or practices in violation of the Virginia Consumer Protection Act of 1977, Va.  
 2 Code § 59.1-196, *et seq.*

3 562. Members of the Virginia Class purchased and/or reimbursed for cedar shakes and  
 4 shingles to be used for personal, family, or household purposes.

5 563. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a  
 6 market that includes Virginia, by affecting, fixing, controlling, and/or maintaining, at artificial  
 7 and non-competitive levels, the prices at which cedar shakes and shingles were sold, distributed,  
 8 or obtained in Virginia.

9 564. Defendants deliberately failed to disclose material facts to Plaintiff and members  
 10 of the Virginia Class concerning Defendants' unlawful activities and artificially inflated prices  
 12 for cedar shakes and shingles. Defendants misrepresented to all purchasers during the Class  
 13 Period that Defendants' cedar shakes and shingles prices were competitive and fair.

14 565. Defendants' unlawful conduct had the following effects: (1) cedar shakes and  
 15 shingles price competition was restrained, suppressed, and eliminated throughout Virginia; (2)  
 16 cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high  
 17 levels throughout Virginia; (3) Plaintiff and members of the Virginia Class were deprived of free  
 18 and open competition; and (4) Plaintiff and members of the Virginia Class paid supracompetitive,  
 19 artificially inflated prices for cedar shakes and shingles.

20 566. Defendants' illegal conduct substantially affected Virginia commerce and  
 21 consumers.

22 567. As a direct and proximate result of Defendants' violations of law, Plaintiff and  
 23 members of the Virginia Class suffered an ascertainable loss of money or property as a result of  
 24 Defendants' use or employment of unconscionable and deceptive commercial practices as set  
 25 forth above.

26 568. That loss was caused by Defendants' willful and deceptive conduct, as described  
 27 herein. Defendants' deception, including their affirmative misrepresentations and omissions  
 28 concerning the price of cedar shakes and shingles, likely misled all purchasers acting reasonably

1 under the circumstances to believe that they were purchasing cedar shakes and shingles at prices  
 2 set by a free and fair market.

3 569. Defendants' affirmative misrepresentations and omissions constitute information  
 4 important to Plaintiff and members of the Virginia Class as they related to the cost of cedar  
 5 shakes and shingles they purchased.

6 570. Defendants have engaged in unfair competition or unfair or deceptive acts or  
 7 practices in violation of Va. Code § 59.1-196, *et seq.*, and, accordingly, Plaintiff and members of  
 8 the Virginia Class seek all relief available under that statute.

9 **D. Unjust Enrichment**

10 571. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

12 572. As a result of their unlawful conduct described above, Defendants have and will  
 13 continued to be unjustly enriched by the receipt of unlawfully inflated prices and unlawful profits  
 14 of cedar shakes and shingles.

15 573. Under common law principles of unjust enrichment, Defendants should not be  
 16 permitted to retain the benefits conferred on them by overpayments by Plaintiff and members of  
 17 the Classes in the following states: Arizona, California, Delaware, District of Columbia, Florida,  
 18 Georgia, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota,  
 19 Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North  
 20 Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, West Virginia,  
 21 and Wisconsin.

22 **XI. REQUEST FOR RELIEF**

23 574. WHEREFORE, Plaintiff, on behalf of himself and the Classes of all others so  
 24 similarly situated, respectfully requests judgment against Defendants as follows:

25 a. The Court determine that this action may be maintained as a class action under  
 26 Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, appoint  
 27 Plaintiff as a Class Representative and its counsel of record as Class Counsel, and  
 28 direct that notice of this action, as provided by Rule 23(c) of the Federal Rules of

1 Civil Procedure, be given to the Classes, once certified;

2 b. The unlawful conduct, conspiracy or combination alleged herein be adjudged and  
3 decreed in violation of Section 1 of the Sherman Act and listed state antitrust  
4 laws, unfair competition laws, state consumer protection laws, and common law;

5 c. Plaintiff and the Classes recover damages, to the maximum extent allowed under  
6 the listed state antitrust laws, unfair competition laws, state consumer protection  
7 laws, and common law;

8 d. Defendants, their affiliates, successors, transferees, assignees and other officers,  
9 directors, partners, agents and employees thereof, and all other persons acting or  
10 claiming to act on their behalf or in concert with them, be permanently enjoined  
11 and restrained from in any manner continuing, maintaining or renewing the  
12 conduct, conspiracy, or combination alleged herein, or from entering into any  
13 other conspiracy or combination having a similar purpose or effect, and from  
14 adopting or following any practice, plan, program, or device having a similar  
15 purpose or effect;

16 e. Plaintiff and the members of the Classes be awarded pre- and post-judgment  
17 interest as provided by law, and that such interest be awarded at the highest legal  
18 rate from and after the date of service of this Complaint;

19 f. Plaintiff and the members of the Classes recover their costs of suit, including  
20 reasonable attorney's fees, as provided by law; and

21 g. Plaintiff and the members of the Classes have such other and further relief as the  
22 case may require and the Court may deem just and proper.

24 **XII. JURY TRIAL DEMANDED**

25 Plaintiff demands a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil  
26 Procedure, of all issues so triable.

27 Dated: March 26, 2019

/s/ Greg J. Hollon

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